

This instrument was prepared by:
MARK D. FRIEDMAN, ESQ.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
SUSSEX H CONDOMINIUM**

WHEREAS, the **Declaration of Condominium** for **Sussex H Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2288** at Page **1386**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Sussex H Condominium Association, Inc.**, a Florida not-for-profit corporation, held **April 9, 2011**, the aforementioned Declaration was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Condominium are a true and correct copy of the amendments as amended by the membership.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
SUSSEX H CONDOMINIUM**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

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

~~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, three Bank references and five 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 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.~~

~~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, 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 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 of Directors or Management Firm as herein set forth.~~

~~The sub-leasing or sub-renting of a unit owner's interest shall be prohibited. 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, 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 must designate the occupants of the units 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.~~

~~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, but is not obligated to, grant permission to an owner to lease his or her apartment one time to a specified lessee for a period of not less than four (4) consecutive months in a twelve (12) month period, and no unit may be leased more than once in a twelve (12) month period. Units may not be leased during the first twelve (12) months of unit ownership measured from the date the deed is recorded in the public records.~~

B. SCREENING

(1) The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void:

(a) All sales of units except judicial sales conducted pursuant to a judgment of foreclosure held by an Institutional First Mortgagee encumbering a unit or public sales conducted by the Palm Beach County Tax Collector resulting from the failure to pay real property taxes.

(b) All transfers by gift.

- (c) All transfers by devise or inheritance.
 - (d) All other transfer of title to or possession of a unit.
 - (e) 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 the Condominium Act, as same may be amended from time to time.
 - (f) Leases of residential units.
- C. Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, a copy of the lease in the case of a lease, a copy of the Letters of Administration for the Personal Representative of a deceased owner's estate and such other documentation from the Probate Court file as the Board may reasonably require in the event of a transfer by devise, and a copy of any other documentation pertaining to a proposed transfer subject to approval hereunder which the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed transferee(s) and any other intended occupants of the unit, and such other and further information about the intended transferees or occupants as the Association may reasonably require. The Association may also require a transfer fee in an amount not to exceed the maximum amount permitted by Chapter 718, Florida Statutes.
- D. Within thirty (30) days of receipt of the last of the information required pursuant to Paragraph B above, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed transfer.
- (a) Approval. In the event the Association approves any transfer subject to approval hereunder, the Association shall deliver to the transferor or the transferor's designee an executed certificate of approval, approving the transfer, executed by an authorized representative of the Association.
 - (b) Disapproval of Transfer of Title. In the event the Board of Directors disapproves a proposed sale, unless good cause exists, as defined below, the Association must, within thirty (30) days of receipt of the last of the information provided pursuant to Paragraph B of this Article XI hereof, provide the owner with an executed contract from the Association or another purchaser acceptable to the Association, which contract must provide for the purchase of the Unit on the same terms as were set forth in the original proposed contract for sale, which contract must provide for a closing date within sixty (60) days from the date it is delivered to the owner by the Association. If the conveyance or transfer was a gift, devise or inheritance, unless good cause exists, as defined below, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the Unit Owner does not agree with the appraisal, the Owner may select and pay for another appraisal and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application within thirty (30) days, as set forth above, or the substitute purchaser provided by

the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved and the Unit Owner may proceed to closing and shall be entitled to a Certificate of Approval as described in Paragraph D(a) above. If a proposed lease is disapproved there shall be no obligation to find a substitute lessee.

If good cause exists for the Association to disapprove a proposed sale, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute purchaser for the Unit. Good cause shall be defined to include the following:

- (i) 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
- (ii) 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
- (iii) For transfers by sale, the person seeking approval intends to purchase the Unit without paying at least ten percent (10%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the Unit with a loan to value ratio (based upon the bona fide sale price) in excess of ninety percent (90%); or
- (iv) The applicant takes possession of the Unit prior to approval by the Association as provided for herein; or
- (v) 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 as a lessee, guest, owner or occupant of a Unit; or
- (vi) The applicant fails to comply with the requirements of Paragraph C of this Article;
- (vii) No transfer of title 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 or the Rules and Regulations which remains uncured at the time the Association is required to make its election hereunder.

- E. All liens against a Unit, other than a first mortgage recorded before the Association's claim of lien, shall be subordinate and inferior to the Association's lien for Assessments, regardless of the date of recordation of the Association's claim of lien, except to the extent otherwise required by law. Any first mortgage liens or other liens which become first mortgage liens which involve an outstanding balance which exceeds ninety percent (90%) of the fair market value of the Unit at the time the mortgage is recorded shall be subordinate and inferior to the Association's

claim of lien to the extent the mortgage balance exceeds ninety percent (90%) of the fair market value of the Unit at the time of recordation of the mortgage.

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~~ Guests may visit for 30 cumulative days in any twelve (12) month period, measured from the date of the first day of guest occupancy, while the unit owner is present. This is the cumulative number of days for all guests and not a per guest limitation. per year, and for no other purpose. To avoid undue hardship and practical difficulties, g Guests may occupy the unit in the owner's absence only with prior approval of the Board of Directors. However, such occupancy may not exceed thirty (30) cumulative days in any twelve month period measured from the first guest occupancy, for all guests. No person under the age of 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 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; provided, however, at least eighty percent (80%) of the occupied units must have at least one (1) occupant fifty-five (55) years of age or greater.

All prospective owners, lessees or occupants shall be notified of this restriction and must show proof of age, in addition to submitting to a background examination by the Association or its agent. 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.

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 one (1) unit in the Condominium, including, without limitation, individually, jointly or through his or her spouse, a "straw man" or otherwise or a corporate entity 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.

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.

After the date of this amendment, no ~~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~~ Pets or animals currently on the property shall be grandfathered and are subject to the rules and regulations which may be promulgated by the Board of Directors from time to time. Grandfathered pets may not be 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.

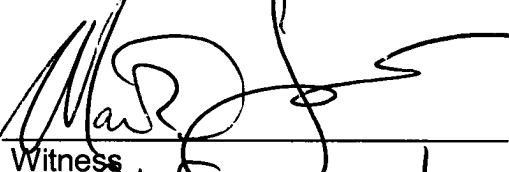
Except as permitted by applicable law, the The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the buildings; nor shall they grow any type of plant, shrubbery, flower, vine 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 e~~ Clothes line or similar devices shall be allowed on any portion of the Condominium property, nor shall clothes only be hung anywhere except in such areas 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 Century Village Club 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.

The initial Rules and Regulations are as set forth in the Bylaws of the Association, which are annexed hereto as "Exhibit No. 2", and same shall be deemed effective until amended, as provided in the Bylaws.

* * * * *

WITNESS my signature hereto this 11th day of April, 2011, at Palm Beach County, Florida.


Witness
MARK FREEMAN
(PRINT NAME)

Joyce Adams
Witness
JOYCE ADAMS
(PRINT NAME)

SUSSEX H CONDOMINIUM ASSOCIATION, INC.
By: 
President

Attest 
Vice President

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 11th day of April, 2011, by Yvette Karpo and Klaus Schrapfer, as President and Vice President, respectively, of **Sussex H Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They ~~are personally known to me, or~~ have produced Florida Driver's license as identification and did take an oath.

 (Signature)
MARGERY B. ROLKER (Print Name)
Comm. #00000031
Exp. 4/28/2011
Notary Public, State of Florida at Large

ACTIVE: 3334366_1