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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR SUSSEX L CONDOMINIUM
AND BYLAWS FOR
SUSSEX L CONDOMINIUM ASSOCIATION, INC.**

as amended in ORB 11727; Page 1823
as amended in ORB 13379; Page 1340
as amended in ORB 6747; Page 1839

WHEREAS, the Declaration of Condominium and Bylaws for Sussex L Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 2306, at Page 1798; and

WHEREAS, the Bylaws for Sussex L Condominium are attached as an Exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Sussex L Condominium Association, Inc., a Florida not-for-profit corporation, held on JAN 12, 2011, the aforementioned Declaration of Condominium and Bylaws were amended pursuant to the provisions of said Declaration and Bylaws.

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

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

(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, security services, ambulance, and cable television, and 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", amended pursuant to the provisions of the Declaration of Condominium and duly recorded in the Public Records of Palm Beach County, Florida, on 02/04/02, and recorded in ORB 13379, at Page 1340, shall remain in full force and effect 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 fifty-one percent (51%) 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", amended pursuant to the provisions of the Declaration of Condominium and duly recorded in the Public Records of Palm Beach County, Florida, on 03/06/1991, and recorded in ORB 6747, at Page 184, shall be deleted in its entirety as follows:

A. SALE OR RENTAL OF UNITS - Association to Have First Right of Refusal.

...

~~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 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 or more than seven (7) consecutive months, and no unit may be leased more than once during the period of his or her ownership.~~

...

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.

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, three bank references and five individual references, local, if possible and other such 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 Director 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 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 Board of Directors or Management Firm as herein set forth.

Provided, however, no lease of any unit shall be less than four (4) 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.

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, 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. Any mortgage may not exceed eighty per cent (80%) of the sale amount, unless arrangements are made to provide an amount into an escrow account and for the period of time necessitated, as determined by the Board, until the maximum eighty per cent (80%) loan to value has been achieved. The funds in this escrow account will in no event be applied to any regular or special assessments, delinquent or otherwise.

2. After judicial sale of a unit, or any interest therein, through foreclosure or any other judicial process, the sale 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.

...

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, may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or mortgage said parcel, or occupy said parcel, without the prior written approval of the Board of Directors or Management Firm. The provisions of Section A. and B, No. 1-5,

of this Article XI, shall apply to such Institutional First Mortgagee, or the Management Firm, or the Lessor under the Long-Term Lease, or acquirer of title, as aforescribed in this paragraph. After judicial sale of a unit, or any interest therein, through foreclosure or other judicial process, the sale 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.

...

Article XIII of the Declaration, "USE AND OCCUPANCY", amended pursuant to the provisions of the Declaration of Condominium and duly recorded in the Public Records of Palm Beach County, Florida, on 02/04/2002, in ORB 13379, at Page 1340, shall remain in full force and effect 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. Only the owner's adult children may occupy the unit in the owner's absence, with prior approval of the Board of Directors.

...

Article XIII of the Declaration "USE AND OCCUPANCY" is hereby amended as follows:

No children under fifteen (15) years of age shall be permitted to reside in any of the units or rooms thereof in this Condominium, except that children may be permitted to visit and temporarily reside for reasonable periods, not in excess of 30 days, in any calendar year.

Housing for Older Persons

This Condominium shall be "housing for older persons", as such term is defined in the Federal Fair Housing Amendment Act of 1988.

To demonstrate the intent by the Association to provide housing for persons over fifty five (55) years of age and older and inasmuch as this Association was designed as part of an adult community, it shall be required, as of the effective date of this amendment, that at least eighty (80) percent of the units must be occupied by at least one (1) person fifty five (55) years of age or older per unit. This amendment shall include any units under leasehold, if any.

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) years to occupy units within the condominium when this 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 in any way subject to Federal laws on housing.

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

1. no more than one (1) house cat;
2. aquarium fish;
3. birds;

~~except with the written consent 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. Further, no pet shall be permitted on the common areas of the condominium.

* * *

AMENDMENT TO THE BYLAWS
OF
SUSSEX L CONDOMINIUM ASSOCIATION, INC.

(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. ~~Election, 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. ~~The Board members shall be elected by the unit owners at the annual meeting under alternate election procedures of Section 718.112 of the Condominium Act as follows:~~

~~a. All unit owners wishing to run for the Board must submit a written request to the Secretary at least 30 days prior to the annual meeting.~~

~~b. At least 14 days prior to the annual meeting the Secretary shall deliver to each unit owner the Notice of annual meeting and list the declared candidates for the board. Said notice shall include a general proxy form which will allow unit owners to vote by general proxy for the Board candidates and all other issues on the agenda. All proxies shall comply with Article II Section 4 of these Bylaws.~~

~~c. At the annual meeting further nominations for the Board may be made from the floor. The candidates receiving the highest number of votes for the Board vacancies shall be elected to the Board for one year. As an example, if seven persons run for the Board with five vacancies then unit owners shall vote for only five persons. Those five persons out of the seven candidates receiving the most votes shall be elected.~~

~~d. An annual meeting to elect the Board may not proceed without first establishing a quorum of at least 51% of the total voting interests in person and/or by proxy. If a quorum is not established the meeting may be adjourned not more than 60 days.~~

....

Section 3. Removal of Directors- Text substantially reworded. (See Section 3. for original text).

If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided herein. The board shall duly notice and hold a board meeting within 5 full business days of the adjournment of the unit owner meeting to recall one or more board members. At the meeting, the board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the association in their possession, or shall proceed as set forth in 718.112(2)(J), Florida Statutes.

WITNESS my signature hereto this 14 day of JANUARY ²⁰¹¹~~2010~~, at Palm Beach County, Florida.

Sussex L Condominium Association, Inc.

Ronald Massa

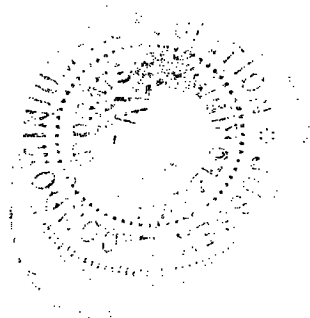
Witness

RONALD MASSA

(PRINT NAME)

By: Elaine Brown, President

Elaine Brown



Claudette J. LaBonte

Witness

CLAUDETTE J. LABONTIE

(PRINT NAME)

Attest: Florence DeMaio, Treasurer

Florence DeMaio

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 14 day of January, 2011, by Elaine Brown, as President, and FLORENCE DEMAIO, as TREASURER (Title), of Sussex L 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: Century Village 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 # DD998267
Expires: JULY 08, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

VOTING TALLY SHEET AND RECORDING FORM

NOTE: THIS TALLY SHEET, all proxies, the attendance sheet (indicating those members present in person and those members represented by proxy), 'Proof of Notice Affidavit' ARE OFFICIAL RECORDS and must be maintained as an attached Exhibit to the minutes of the meeting for a MINIMUM seven (7) year period under law. **Document Amendment Records** should be kept indefinitely since they may provide valuable evidence for future enforcement purposes and any possible law suits which may question the validity of the adopted amendments. It is also prudent business practice to have those members who are voting in person at the meeting to also complete the proxy so that all documentation is unquestionable.

SUSSEX L CONDOMINIUM ASSOCIATION, INC.

MEETING DATE: 1/12/2011 MEETING TIME 7pm

TOTAL # UNITS IN ASSOCIATION 24
QUORUM FOR MEETING (majority) 13

OF VOTING MEMBERS PRESENT IN PERSON: 9
OF VOTING MEMBERS REPRESENTED BY PROXY: 8
TOTAL # OF VOTING MEMBERS PARTICIPATING: 17

THE CURRENT VOTE REQUIREMENT TO AMEND THE DOCUMENTS: (Circle One)

A) 75% of the total members of the Association;

B) 75%; 662/3; 51% of those present in person or represented by proxy, at a duly called meeting at which a quorum was present.

VOTE TALLY FOR THE AMENDMENTS:

TOTAL UNITS VOTED FOR 16

TOTAL UNITS VOTED AGAINST 1

OF "YES" VOTES REQUIRED TO APPROVE THE AMENDMENTS: 13

WERE THE AMENDMENTS APPROVED? YES? ✓ NO?