This instrument is prepared by and return to: Marlene Brito, Esq. PeytonBolin, PL 3343 West Commercial Boulevard Suite 100 Fort Lauderdale, Florida 33309 Telephone: (954) 316-1339 CFN 20170301273
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71060 Vice President

# CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS AND BYLAWS FOR THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-B ASSOCIATION, INC.

THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-B ASSOCIATION, INC., a Florida not-for-profit corporation ("Association"), organized pursuant to Chapter 718, Florida Statutes, for the purpose of managing and operating the real property referenced in the Declaration of Covenants and Restrictions ("Declaration"), as recorded in Official Records Book 2660, Page 1206, of the Public Records of Palm Beach County, Florida, and the Bylaws as recorded in Official Records Book 2660, Page 1255 hereby certifies that on day of Augo, 2017, at a duly called and properly noticed meeting of members of the Association at which a quorum was present, the members approved and adopted, in accordance with Chapter 718, Florida Statutes, and applicable law, that certain amendment to the aforesaid Declaration and Bylaws, a copy of which is attached hereto and made a part hereof as Exhibit "A".

Signed, Sealed and Delivered in the Presence of:

By: \_\_\_\_\_(Signature)

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, President

(Print Name)

(XIZ

(Signature)

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(Print Name)

**WITNESS** 

STATE OF FLORIDA	) ) SS.		
PALM BEACH COUNTY	)		
BEFORE ME,  STEVEN WHEN  foregoing Amendment to the I the President Condominium Ei  My commission expires	Declaration of Condomir ght-B Association, Inc.	to be the person describ	personally appeared, bed in and who executed the e President of The Lands of  SAMIR A MADI Notary Public - State of Florida Commission # GG 072651 My Comm. Expires Feb 13, 2021 Bonded through National Notary Assn.
STATE OF FLORIDA	)		
PALM BEACH COUNTY	) SS. )		
BEFORE ME,  SIAR SANTIA  foregoing Amendment to the D  of the President Condominium	eclaration of Condomini	to be the person describ um and Bylaws as the	personally appeared, bed in and who executed the Vice President of The Lands
My commission expires $0$	11312021	Notary Public State of Florida	SAMIR A MADI Notary Public – State of Florida Commission # GG 072651 My Comm. Expires Feb 13, 2021 Bonded through National Notary Assn.

#### **EXHIBIT "A"**

# AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS AND BYLAWS FOR THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-B ASSOCIATION, INC.

#### Article III(A)(1) of the Bylaws is amended to read as follows:

- 1) The affairs of the corporation shall be managed by a Board of Directors, composed of five (5) three (3) persons (except as to the first Board of Directors, whose members are designated in the Articles of Incorporation, and who shall serve until the first annual meeting of members, or until their successors are elected and shall qualify. The first Board of Directors shall have the authority to call a special meeting or meetings of the members prior to the annual meeting in 1978 for the purpose of adding an additional Director or Directors, so long as the total number of Directors shall not exceed five (5).
- 2) Directors shall be elected by the members at the annual meeting of members in 1978 and shall hold office for a term of one (1) year. until their successors are elected and shall qualify.

At least forty-five (45) days before the annual meeting the Association shall mail, deliver, or electronically transmit, to each unit owner entitled to vote a notice of the date of the election along with a complete list of members, ballot and general proxy. Any member who desires to be on the Board should submit his or her name to the Association at least thirty (30) days before the annual meeting. The list of members who submitted their names must be made available to all unit owners. Because the Association consists of only ten (10) units, members will be allowed to choose among the members who submitted their names and write in the three (3) candidates of their choice on the ballot or general proxy. The three (3) persons receiving the highest number of votes shall be declared elected.

An election is not required if the number of vacancies equal or exceeds the number of candidates. If the number of vacancies exceeds the number of candidates, the vacancy shall be filled by the affirmative vote of the majority of the directors making up the newly constituted board even if the directors constitute less than a quorum or there is only one director.

At least fourteen (14) days before the annual meeting in 1978, and subsequent annual meetings, a complete list of members entitled to vote at such election, together with the residence of each, shall be prepared by the Secretary. Such list shall be open at the office of the corporation for fourteen (14) days prior to the election for the examination of every member and shall be produced and kept at the time and place of election, subject to the inspection of any member who may be present.

At the annual meeting of the members in 1978, and subsequent annual meetings, directors shall be elected for a term of one (1) year.

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#### Directors shall be elected as follows:

Nominations shall be from the floor at the annual meeting, and a vote shall be had by written ballot. The five (5) persons receiving the highest number of votes shall be declared elected.

At least a majority of the directors shall be members of the corporation, except those persons designated as the first Board of Directors, by the Articles of Incorporation and except as provided for in Article XVII hereof.

No director shall receive or be entitled to any compensation for <u>any services or acts the director performs on behalf of the Association or for the Association.</u> his services as director, but <u>The director shall</u> be entitled to reimbursement for all expenses sustained by him <u>or her as such</u>, <u>only if the expenses had been previously authorized by the Board at a properly noticed board meeting. Additionally, to receive reimbursement, the director must submit a complete and self-signed petty cash report that must be authorized by either the treasurer or vice president. if incurred upon the authorization of the Board.</u>

No director shall have a debit card or credit card for the Association's bank accounts.

#### Article VII(A)(2) of the Bylaws is amended to read as follows:

2) Annual Meetings. Annual members' meetings shall be held at the office of the corporation upon a date appointed by the Board of Directors, which shall fall in the month of March between the 15th day of January and the 28th day of February, each and every calendar year subsequent to 1978. No meeting shall be held on a legal holiday. The meetings shall be held at such time as the Directors shall appoint from time to time.

#### Article XII(A) of the Declaration is amended to read as follows:

A. The condominium units (apartments) shall be used as single family residence only. The term "single family" shall be defined for purposes of this restriction as one (1) or more persons related by blood, marriage, or adoption or no more than two (2) unrelated persons living together as a single housekeeping unit. No unit shall be occupied by more than six (6) permanent residents in a two-bedroom unit. As indicated above, the term "permanent resident" shall be defined as a resident who occupies a unit for more than thirty (30) consecutive days, except with the permission of the Condominium Association, one (1) apartment may be used as a manager's or building superintendant's office apartment. It is contemplated that one (1) apartment (unit) within the Condominium may be occupied by a building or property manager or supervisor, or may be leased to a person or corporation engaged in the management of real property for use by such superintendant or property manager, and providing that the permission of the Condominium Association shall have been obtained, it shall not be deemed a violation of these restrictions if such apartment is also used by the occupant thereof as an office in which some or all of the functions of

property management or property superintendence takes place. Once the Condominium Association has given the approval as herein mentioned to the owner of said apartment, said approval may not be terminated or thereafter cancelled without the written consent of the owner of the condominium unit involved and, if there be a lease upon the unit, of the lessee.

## Article XII(G) of the Declaration is amended to read as follows:

G. All draperies, blinds, venetian blinds, shades and such other window coverings as may be used to cover or otherwise decorate windows and/or doorways visible from the golf course abutting the Condominium land shall be white or lined with white, so that the appearance of said windows and/or doorways shall appear uniform from said abutting golf course.

Reasonable regulations concerning use of the Condominium property and especially the common elements and limited common elements may be promulgated by the Condominium Association. Copies of all regulations shall be furnished to all unit owners.

#### Article XII(H) of the Declaration is amended to read as follows:

H. Reasonable regulations concerning use of the Condominium property and especially the common elements and limited common elements may be promulgated by the Condominium Association. Copies of all regulations shall be furnished to all unit owners.

Owners of a unit are allowed to have one (1) pet so long as such pet does not exceed a maximum weight of twenty (20) pounds. Lessees are not permitted to have pets. All pets shall be controlled by their owner at all times and shall be leashed when not in the owner's unit and within an enclosed area. Owners are required to immediately pick up and remove any solid animal waste deposited by the pet. All pet waste must be disposed of in a garbage bin. Those pets which, in the sole discretion of the Association, endanger the health of, make objectionable noise, or constitute a nuisance or inconvenience to, the owners of other units, shall be removed upon request of the Board within seven (7) days of written request, provided, however, if the Board determines an animal is a safety hazard, the owner shall immediately remove the animal from the property.

#### Article XII(I) is added to the Declaration to read as follows:

I. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an owner for failure of an owner or his or her guests, tenants, or invitees, to comply with any covenant, restriction, rule or regulation of the Association, pursuant to section 718.303, Florida Statutes. The Association shall provide fourteen (14) days' written notice and an opportunity for a hearing to the owner. The hearing will be held before an independent committee appointed by the Board (which committee shall not include officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer,

director, or employee of the Association). The decision of whether to impose the fine is within the committee's sole discretion and will be final. A written decision of the committee shall be submitted to the Board and the owner no later than twenty-one (21) days after the committee hearing.

All attorneys' fees, filing fees and other expenses incident to the enforcement of any covenant, restriction, rule or regulation, by the Association, regardless of whether legal action is required, shall be paid by the violating owner."

#### Article XIII(C)(2) of the Declaration is amended to read as follows:

2. Within thirty (30) days after the receipt of such notice the Association shall either approve or disapprove of the transaction or furnish a purchaser or lessee approved by the Condominium Association and give notice thereof to the apartment owner desiring to sell or lease, such purchaser or lessee to be one who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close.

#### Article XIII(C)(6) of the Declaration is amended to read as follows:

6. A screening fee of \$100.00, or the maximum amount allowed by law, will be required for any prospective purchaser or lessee. In order to ensure the health, safety, and welfare of the Association and its members, the Association may further require a background investigation of the proposed occupants' finances, credit history, criminal history, residential history, or otherwise. No fee shall be charged be charged by the Condominium Association in connection with the approval of an intended purchaser or lessee, as the case may be, pursuant to this Article XIII, in excess of the expenditures reasonably required for credit report expense, and this expense shall not exceed fifty (\$50.00) dollars. No charge shall be made in connection with an extension or renewal of a lease.

#### Article XIII(H) is added to the Declaration to read as follows:

H. No owner may lease a unit within the first twelve (12) months of ownership. No unit shall be leased or rented for less than two (2) months within any twelve (12) month period and with a maximum of two (2) times per year. Such twelve-month period shall commence on the first day of the calendar year. No units may be subleased. No Units may be listed on any online or retail service website for short-term rentals. Additionally, no unit may be leased to a corporation, partnership, or any business or commercial organization. No entity may own more than two (2) units in the Condominium. This does not apply to institutional mortgagees.

Only ten (10%) percent of the units may be rented at one time.

#### Article XIII(I) is added to the Declaration to read as follows:

I. The Association shall have the right to terminate any lease that is executed in violation of the governing documents. Whether or not expressed in the lease, a unit owner shall be jointly and severally liable to the Association for the acts and omissions of his tenant(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all Rules and Regulations of the Association. The Association may require of unit owners wishing to lease their units the placement in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any omissions of tenants (as determine in the sole discretion of the Association). The unit owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury to damage to the property caused by the tenant. Pursuant to Chapter 83 of the Florida Statutes, the Association shall have the right to terminate the lease and evict a tenant that is in violation of the Association's governing documents.

### Article XV(E) of the Declaration is amended to read as follows:

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from the due date at eight (8%) percent at the rate of eighteen percent (18%), or the highest rate allowed by law, per annum. In addition, assessments and installments not paid when due shall be subject to a twenty-five dollars (\$25.00) late fee or the highest maximum allowed by law."

#### Article XXXII(G) of the Declaration is removed in its entirety:

G. Cable Television. Developer in conjunction with TELEPROMPTER CATV CORPORATION has installed all necessary wiring, equipment and apparatus to provide cable television service for each unit in the Condominium. Each unit owner at his option and at his sole expense shall have the right to have his unit connected to such system and to receive the benefits of such system so long as said unit owner continues to pay all proper charges, fees and tariffs imposed by or through the said TELEPROMPTER FLORIDA CATV CORPORATION and so long as the said TELEPROMPTER FLORIDA CATV CORPORATION continues to offer such service to such unit owners in said building, There is hereby created and granted to TELEPROMPTER FLORIDA CATV CORPORATION a license for access purposes only to maintain, operate, repair and replace such portions of its systems as are on, in or about the common elements of the condominium property so long as its service is desired by any unit owner, and at such time as said service is no longer desired by any unit owner, or at such time as said service is no longer offered by TELEPROMPTER FLORIDA CATV CORPORATION within said

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condominium to remove such portions of its system from the common elements thereof as will not cause damage to said building, will not render any portion of said building unsightly and will not interfere with the reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them.

Nothing contained herein shall be construed to extend to TELEPROMPTER FLORIDA CATV CORPORATION the exclusive right to provide such service and any unit owner may at his option tie in with the service of another similar CATV system duly licensed to provide such service in this area providing that the installation and placement of cables, equipment and all necessary apparatus for such system upon the Condominium property shall be reasonably necessary to provide such service and provided further that such installation shall have the approval of the Condominium Association and shall not be unsightly and otherwise shall not interfere with the reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them.