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Prepared By and Return to:  
 Kelly A. Blum, Esq.  
 Copple Sachs Copple  
 601 Heritage Drive, Suite 228  
 Jupiter, Florida 33458  
 (561) 623-5466

**CERTIFICATE OF AMENDMENT TO SABAL RIDGE CONDOMINIUM  
 ASSOCIATION, INC'S DECLARATION OF CONDOMINIUM**

WHEREAS, SABAL RIDGE CONDOMINIUM ASSOCIATION, INC'S AMENDED AND RESTATED DECLARATION OF CONDOMINIUM is recorded in Official Record Book 11309, Page 1581, of the Public Records of Palm Beach County, Florida (the Declaration); and

WHEREAS, SECTION 21, "Amendment of Declaration" provides that the Declaration may be amended by recorded written instruments approved by an affirmative vote of at least 51% of the Members of the Board of Directors and 51% of the Members of the Sabal Ridge Condominium Association, Inc. (the "Corporation"); and

WHEREAS, a duly called meeting of the Board of Directors for the Corporation was held on the 16<sup>th</sup> day of March, 2016, and at least 51% of the Members of the Board of Directors of the Corporation voted to amend the Amended and Restated Declaration recorded in Official Record Book 11309, Page 1581, of the Public Records of Palm Beach County, Florida, by approving the following amendment; and

WHEREAS, at a duly called meeting of the members held on the 16<sup>th</sup> day of March, 2016, at least 51% of the Members of the Corporation voted to amend the Declaration recorded in Official Record Book 11309, Page 1581, of the Public Records of Palm Beach County, Florida, by approving the following amendment; and

NOW, THEREFORE, SECTION 13 of the SABAL RIDGE CONDOMINIUM ASSOCIATION, INC. DECLARATION OF CONDOMINIUM, as amended, is hereby further amended to read as follows:

SECTION 13. LEASING OF UNITS. An Owner may lease only his entire Unit, and then only in accordance with the Declaration, after receiving the approval of the Association as provided for in this Section 13. Reference to "leasing" in this Section 13 shall also include rental. Prior approval is also required in connection with any lease renewal and in connection with any change in occupancy under, during or along with a lease. A lease or rental shall exist if any form of consideration (whether for services, employment or otherwise) is paid or exchanged. Any lease, lease renewal or change in occupancy under, during or along with a lease is referred to in this Section 13 as a "Transfer".

13.1 Procedures.

A. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer at least thirty (30) days prior to the

proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee(s), and his/her spouse and any other intended occupants, as a condition of approval.

B. Approval. After the required notice and all information, transfer fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed Transfer within thirty (30) days. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

C. Disapproval. A proposed Transfer shall be disapproved only if a majority of the whole Board so votes, and in such case, the Transfer shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

1. The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;

2. The Owners has a history of leasing his/her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;

3. The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;

4. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium and/or Rules and Regulations of the Association;

5. The prospective lessee or other intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrative dishonesty or moral turpitude;

6. The prospective lessee or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;

7. The lessee or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the Condominium and/or Rules and Regulations of the Association;

8. The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or

9. The Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

10. No Owner may lease his or her Unit within the first twelve (12) months after becoming the record title Owner thereof.

Notice of disapproval shall be sent or delivered in writing to the Unit Owner.

D. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.

E. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section 13 be violated.

F. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended lessee(s), and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessee(s), and occupants within the time limits extended to the Association for that purpose as set forth in this Section 13. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

G. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Section 13; in the amount not to exceed the maximum allowed by the Condominium Act from time to time. So long as and only so long as prohibited by the Condominium Act at the particular time, there shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term.

H. Common Area Damage Deposit. The Association shall be permitted to charge a common area damage deposit from a lessee, as a condition to approval of a Transfer, in an amount not to exceed the maximum which may be charged pursuant to the Condominium Act from time to time.

I. Certain Exceptions. Section 13.1 shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings, nor shall such Section 13.1 apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title. Nor shall such Section require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as buy not limited to execution sale, foreclosure sale, judicial sale or tax sale.

1. Provisio. This Section 13.1. I shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with the condominium Act and all other provisions of the Condominium Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of this Section 13.1.

13.2 Contents in Lease Agreement. Every lease as of the Effective Date of this Declaration, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

A. The lessee and all occupants shall abide by all provisions of the Condominium Documents and reasonable Rules and Regulations, as amended from time to time, the failure of which shall constitute a material default and breach of the lease.

B. Any assessments or Charges, together with interest, late fees, costs and attorneys' fees, due and owing by the Owner/landlord shall be paid by the lessee directly to the Association, so long as the Association notifies the Owner/landlord and lessee of such sums due and owing, and lessee shall not be in breach of the lease for making such payments and deducting same from the rent due and owing to the landlord; the foregoing shall not change the fact that the Owner shall remain primarily liable for the payment of any and all such sums to the Association until same are paid in full.

C. The parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Condominium Documents and reasonable Rules and Regulations, as amended from time to time.

13.3 Minimum and Maximum Terms. The minimum term for any lease shall be three (3) consecutive months and the maximum term for any lease shall be twelve (12) consecutive months.

13.4 Subleasing; Renting Rooms. Subleasing of a Unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Unit. The intention is that only entire Units may be rented, and Units may not be sublet.

13.5 Frequency of Leasing. No lease shall be made more often than once in any twelve month period. For purposes of calculation, a lease shall be considered as made on the first day of the lease term.

13.6 Additional Leasing Restrictions. No lease shall be permitted to a corporation, business partnership or any other business entity.

(Coding: Words ~~struck through~~ are deletions, underlined words are additions.)

The SABAL RIDGE CONDOMINIUM ASSOCIATION, INC'S DECLARATION OF CONDOMINIUM, and all of its terms, conditions, provisions, agreements and covenants, as modified and amended above, shall remain in full force and effect.

IN WITNESS WHEREOF, Sabal Ridge Condominium Association, Inc. has caused this amendment to be executed in its corporate name by its duly authorized corporate officers this 5 day of April, 2016.

Signed, Sealed and Delivered in the presence of:

SABAL RIDGE CONDOMINIUM ASSOCIATION, INC.

Samuel Correa Jr  
SAMUEL CORREA JR (Print)


By: Dawn Pastore  
Dawn Pastore (Secretary)  
1501-H Sabal Ridge Circle  
Palm Beach Gardens, FL 33418  
(Address)

Jeanne Leary  
JEANNE LEARY (Print)

By: Deborah Morris  
Attest: Deborah Morris (President)  
2301-D Sabal Ridge Lane  
Palm Beach Gardens, FL 33418  
(Address)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this 5 day of April, 2016, by Dawn Pastore and Deborah Morris, the Secretary and President, respectively, of Sabal Ridge CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who are personally known to me or have produced personally known as identification.

  
JOYCE KELLA  
MY COMMISSION # FF 076153  
EXPIRES: January 21, 2018  
Bonded Thru Budget Notary Services  
Joyce Kella

(SEAL)  
Joyce Kella JOYCE KELLA  
(Print Name)

My Commission Expires: \_\_\_\_\_

Personally Known  OR Produced Identification

Type of Identification: \_\_\_\_\_