

ELEVENTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
of
PALM COURT

THIS ELEVENTH AMENDMENT is made this 8 day of AUGUST, 1996 by MIRRIANA PAYNE. President of the Palm Court Condominium Association, inc. and AL ZIPPERMAN. Vice President of the Palm Court Condominium, Inc., (Declarant(s)) pursuant to the Declaration of Condominium, A Condominium, recorded September 6, 1984, in Official Record Book 11979, Page 88, of the Public Records of BROWARD County, Florida.

WHEREAS, Paragraph 6. I of Section 6 of the Declaration of Condominium of Palm Court allows for amendments of said Declaration of Condominium and authorizes the Declarant to amend the Declaration and its exhibits upon the passing of the resolution adopting the proposed amendment in the following manner

- (a) Unit Owners owning in excess of 50% of the Units represented at any meeting at which a quorum has been attained and by not less than 66 2/3% of the Board of Directors of the Association; or
- (b) After the time control of the Board or Directors has been turned over to Unit Owners other than Developer, Unit Owners owning not less than 80% of the Units represented at any meeting at which a quorum has been attained; or
- (c) 100% of the Board of Directors; or
- (d) Not less than 50% of the entire membership of the Board of Directors in the case of amendments to the section hereof entitled "Insurance" or other sections that are reasonably required by insurers or the Primary Institutional First Mortgagee."

WHEREAS, the Amendment set forth herein is for the purpose of amending the Paragraph 17 8 of Section 17 of the Declaration of Condominium of Palm Court.

WHEREAS, the amendment set forth does not materially effect a unit owners share of die common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

I. This Amendment hereby amends Paragraph 17 8 of Section 17 of The Declaration of Condominium of Palm Court, as follows. the addition being made hereof appear underlined:

17.8 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, documents or instrument governing or affecting the Condominium. Leasing of Units shall also be subject to the prior written approval of the Association (which approval) shall not be unreasonably withheld). No lease shall be approved for a time less than one year. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from Acts or omissions of tenant (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant and special assessments may be levied against the Unit therefor. All leases shall also comply with and be subject to the provisions of Section 18 hereof and shall be, and are hereby made, subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. The Board may elect to waive or not to enforce the provisions of this Section 17.8 in any given case or cases, provided no such intentional waiver or failure to enforce shall therefore prevent the Board

enforcing these provisions in the future in any given case or cases. The Association shall not grant approval or any tenant when 20% 30% or more of all units of Palm Court Condominium are leased. If at anytime in which approval for a new lease is sought 20% 30% of all units of Palm Court Condominium are leased, then the Association will withhold approval and place that prospective tenant on a waiting list for approval of the Lease at Palm Court. When a unit becomes vacant, therefore decreasing the percentage of units rented under 20% 30%. the unit owners and Prospective renter will be notified in the order that their names appear on the waiting list. At that time, the unit owner and the renter will be given one week to respond with an application for tenancy for review by the Hoard of Directors. If one week passes without response then the Association will pass to the next name on the waiting list and notice other unit owners and their prospective tenants and continue to entertain any and all applications for approval untill such tune as 20% 30% or more of the units are rented

II. Except as Amended and modified herein, all other terms and conditions of the Declaration of Condominium of Palm Court shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by unanimous vole of the Hoard of Directors

IN WITNESS WHEREOF, The Declarant has caused this Amendment to the Declaration of Condominium of Palm Court, A Condominium, to be executed by the July authorized officer, this 8 day of August, 1996

WITNESSES:

PALM COURT CONDOMINIUM ASSOCIATION, INC.

Martin E. Orlando
WITNESS

BY: Mirriana Payne
MIRRIANA PAYNE, PRESIDENT

MARTIN E ORLANDO
(Print name)

Sharon Rossetti
WITNESS

Sharon Rossetti
(Print name)

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STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING instrument was executed before me this 8 day of August 1996, by MIRIANN PAYNE, President of Palm Court Condominium Association, Inc., who upon being duly sworn acknowledged to me that she signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 8 day of August 1996.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

CJ Chiarenza
Notary Public
CJ Chiarenza
(Print Name)
My commission expires:

