

AMENDMENT NUMBER TWELVE  
TO  
DECLARATION OF CONDOMINIUM  
OF  
PALM COURT

THIS AMENDMENT NUMBER TWELVE made this 27th day of October, 1997, by Martin Orlando, President of the Palm Court Condominium Association, 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 6.1 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 it's 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 by not less than 66 2/3 of the Board of Directors of the Association; or
- B After the time, control of the Board of Directors has been turned to the Unit Owners other than the 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 Board of Directors in the case of amendments to the section hereof called "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 the common elements nor impair or prejudice the rights and priorities or lienors or mortgagees.

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

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

17.8 Leases. No portion or 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 or this Declaration, the Articles or Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing or affecting the Condominium. Leasing or Units shall also be subject to the prior written approval or the Association (which approval shall no! be unreasonably withhold). No lease shall be approved for a term 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 a: 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 ease or cases, provided no such intentional waiver or failure to enforce shall thereafter prevent the Board from enforcing these provisions in the future in any given case or cases. The Association shall not grant approval of any tenant when 10% 20% or more of all units of Palm Court Condominium are leased. If at any lime in which approval for a new lease is sought I )0°/f)20%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 10% 20%. 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 Board of Directors. If one week passes without response then the Association will pass to the next name on the waiting list and notice other until owners and their Prospective tenants and continue to entertain any and all applications for approval until such lime as 10% 20% or more of the units are rented."

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

III. This Amendment has been adopted by 100% of the Board 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 duly authorized officer, this 27th day of October, 1997.

WITNESSES: PALM COURT CONDOMINIUM ASSOCIATION, INC.  
By Martin Orlando  
Martin Orlando, President  
Witness John B. Chilton  
(Print name)  
Witness Sharon Rosenthal  
(Print name)

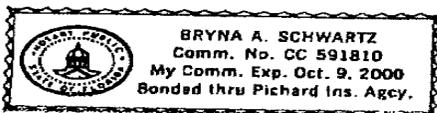
THE FOREGOING instrument was executed before me this 27th day of October 1997, by Martin Orlando, President of Palm Court Condominium Association, Inc., who upon being duly sworn acknowledged to me that he signed the foregoing document and produced a driver's license as proof of identity.

Bryna A. Schwartz  
Notary Public

BRYNA A. SCHWARTZ  
(Print name)

My commission expires:

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



Witness my hand and official seal at the County and State foresaid this 27th day of October 1997.