

AMENDMENT NUMBER THIRTEEN
TO
DECLARATION OF CONDOMINIUM
OF
PALM COURT

THIS AMENDMENT NUMBER THIRTEEN made this 30th day of June, 1998 by Martin Orlando, President of Palm Court Condominium Association, Inc., ("Declarant(s)") pursuant to the Declaration of Condominium, recorded September 6, 1984 in Official Records 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 its exhibits upon the passing of the resolution adopting (he 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 of 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 Mortgage.

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 of lienors or mortgagees.

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

I. Tills amendment hereby amends Paragraph 17.8 of Section 17 of (lie 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 Bylaws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document 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 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 I 'nit therefor. All leases shall also comply with and subject to the provisions of Section 18 hereof and shall be and hereby 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 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 5% 10% or more of all units of Palm Court Condominium are leased. If at any time in which approval for a new lease is sought 5% 10% of all units of Palm Court Condominium are leased, then the Association will withhold approval and place that prospective tenant on a wailing list for approval of (he lease at Palm Court. When a unit becomes vacant, therefore decreasing the percentage of units rented under 5% 10% 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 unit owners and their Prospective tenants and continue to entertain any and all applications for approval until such time as 5% 10% or more of the units are rented.

II. Except as amended and modified herein, all other items 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 vote 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 30th day of June, 1998

WITNESSES:

PALM COURT CONDOMINIUM ASSOCIATION, INC.

C. J. Chancener
Witness

By: Martin Orlando
MARTIN ORLANDO, PRESIDENT

C. J. Chancener
(Print Name)

Anne B Taylor
Witness

Anne B Taylor
(Print Name)

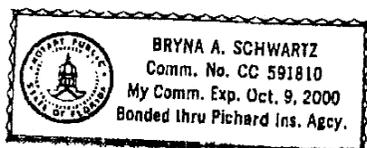
THE FOREGOING instrument was executed this 30th day of June, 1998, by Martin Orlando, President of Palm Court Condominium Association, Inc., who upon being duly sworn acknowledged to me that he signed the foregoing document and is personally known to me.

Witness my hand and official seal at the County and State foresaid this 30th day of June, 1998.

Bryna A Schwartz
Notary Public

BRYNA A. SCHWARTZ
(Print Name)

My Commission expires:



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