

**93193878**

DOCS\PALMCOURT  
This instrument prepared by and  
return to;  
LARRY B. SCHNER, ESQ.  
SCIARRETTA A SCHNER, P.A.  
1900 Glades Road Suite 355  
Boca Raton, FL 33431

**NINTH AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
PALM COURT**

THIS NINTH AMENDMENT is made this 7TH day of APRIL, 1993, by KYMBERLY G. BIRD, President of the Palm Court Condominium Association, Inc. and LAURA KAYE, Secretary 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 6.1 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 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 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 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 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, 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 hundred-twenty (120) days. 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 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 30% or more of all units of Palm Court Condominium are leased. If at any time in which approval for a new lease is sought 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 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 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 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 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 7 day of April, 1993

WITNESSES:

PALM COURT CONDOMINIUM ASSOCIATION, INC.

Kaira Kaye  
WITNESS  
Kaira Kaye  
(Print name)

BY: Kimberly G. Bird  
KIMBERLY G. BIRD, President

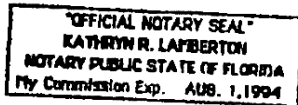
Claudia Cortes  
WITNESS  
Claudia Cortes  
(Print name)

STATE OF FLORIDA  
COUNTY OF BROWARD

THE FOREGOING instrument was executed before me this 7 day of April, 1993 by KYMBERLY G. BIRD, 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

Kathryn R. Lambert  
Notary Public  
Kathryn R. Lambert  
(Print Name)  
My commission expires:



aforsaid this 13 day of APRIL, 1993.