

Prepared by:
Richard Sachs, Esq.
Glazer & Sachs, P.A.
3113 Stirling Road, Suite 201
Fort Lauderdale, Florida 33312
Tel: (954) 983-1112
Fax: (954) 333-3983

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Grand Isles Condominium Association, Inc., a Florida not for profit corporation, and the Secretary, do hereby certify that the attached amendments to the Declaration of Condominium and Bylaws of Grand Isles Condominium Association, Inc., as originally recorded in the Official Records of Palm Beach County, Florida at Book 19329, Page 0279, were made at a duly noticed owners' meeting and received the required number of votes of the owners.

RESOLVED that the Declaration of Condominium and Bylaws of Grand Isles Condominium Association, Inc. are hereby amended.

IN WITNESS, WHEREOF, the Association has hereunto signed and sealed on this 27th day of September, 2023.

Signed, sealed and delivered
In our presence as witnesses:

Witness Patricia C. Martin

By:

Lindell Crites
Lindell Crites, as President

Witness Patricia C. Martin

By:

Amanda McDonald
Amanda McDonald, as Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

SWORN AND SUBSCRIBED before me on this 28 day of September, 2023 by Lindell Crites and Amanda McDonald who are personally known to me or who produced _____ as identification and who did take an oath.

Commission expires: 01-13-2025

Mh/h
Notary Public, State of Florida



Melissa McPherson-Arthur
Comm. #HH080369
Expires: Jan. 13, 2025
Bonded Thru Aaron Notary

Proposed Amendments to the Declaration of Condominium and Bylaws of the Grand Isles Condominium Association, Inc.

The Declaration of Condominium was originally recorded in Official Records Book 19329 Page 0279, Palm Beach County, Florida. Attached thereto, beginning at Page 394, are the Bylaws. The Declaration of Condominium was amended at Book 23680 Page 943, Book 24372 Page 318, and Book 29409 Page 9.

**PLEASE NOTE: WORDS TO BE ADDED TO THE ORIGINAL TEXT
ARE UNDERLINED. WORDS TO BE DELETED FROM
THE ORIGINAL TEXT ARE ~~STRICKEN THRU~~.**

BYLAWS

4.1 Number and Terms of Service. ~~While the Developer is in control of the Association, the~~
The number of Directors which shall constitute the whole Board of Directors shall be five (5)
~~three (3)~~. A Director's term will end at the annual election at which the Director's ~~his~~ successor
is to be duly elected, unless the Director ~~he~~ sooner resigns or is recalled as provided in 4.5
below. Directors shall be elected by the members as described in Section 4.3 below, or in the
case of a vacancy, as provided in 4.4 below.

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THE ORIGINAL TEXT ARE ~~STRICKEN THRU~~.**

AMENDED DECLARATION OF CONDOMINIUM

13. LEASING OF UNITS. In order to foster a stable residential community and prevent a
motel-like atmosphere, the leasing of units by owners shall be restricted as provided in this
Section. All leases must be in writing. A unit owner may lease only his ~~the~~ entire unit, and then
only in accordance with this Section. The lessee must be a natural person.

13.1 Procedures.

(A) Notice by the Unit Owner. An owner intending to lease a unit shall give the Board of
Directors or its designee written notice of such intention at least twenty (20) calendar days prior
to the first day of occupancy under the lease together with ~~the name and address of the proposed~~
~~lessee, and a fully executed copy of the proposed lease~~ a fully completed application form
provided by the Association, all information and documents reasonably requested by the
Association, and a fully executed copy of the lease. The Board may require a personal interview
with the lessee as a pre-condition of approval. Only the full unit may be leased. A unit owner is
strictly liable for the actions of his or her lessees.

(B) Board Action. After the required notice the The Board shall have twenty (20) calendar days in which to approve the lease, reject the lease, or to exercise its right of first refusal. If the Board fails to approve, reject, or exercise its right of first refusal during that time period, the failure shall be deemed an approval and, on demand, the Board shall issue a written letter of approval. The twenty (20) day time period does not begin to run until the applicants have provided the Association with the fully completed application, the fully executed lease, all other documents as may be reasonably requested by the Association, and the required application fee.

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the Board votes to disapprove the lease. Appropriate grounds for disapproval shall include, but not be limited to, the following:

- 1) the unit owner is delinquent in the payment of any monetary obligation to the Association or is in violation of the Association's governing documents;
- 2) the unit owner has a history of leasing the unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of the unit;
- 3) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
- 4) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving the sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
- 5) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
- 6) the prospective lessee evidences a strong possibility of financial irresponsibility;
- 7) the prospective lessee, during previous occupancy in this Condominium or elsewhere, has evidenced an attitude of disregard for the community association rules;
- 8) the prospective lessee gives materially false, misleading, or incomplete information to the Board as part of the application procedure,
- 9) the applicant has not provided the Association with the fully completed application, the fully executed lease, all other documents as may be reasonably requested by the Association, and/or the required application fee; or
- 10) the owner fails to give proper notice of his intention to lease his unit to the Board of Directors.

11) the Board should take into account the length of time that has passed for the factors stated above, such as prior disregard of community association rules, how long ago a crime was committed, etc.

12) the Board has the power to adopt rules regarding the factors which will be considered in determining whether to approve an applicant.

(D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board, at its election, may institute legal proceedings to suspend the lease, may approve or disapprove the lease. Any lease entered into without approval, at the option of the Board, may be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days' notice and/or institute legal proceedings to suspend the lease, without securing consent to such eviction from the unit owner. The unit owner will be responsible for reimbursing the Association for all attorney's fees and costs incurred in doing so.

13.2 Exceptions for Mortgagees. The provisions of ~~Section 13.1~~ regarding pre-approval of leases shall not apply to leases entered into by Institutional Mortgagees who acquire title through the mortgage ~~whether by~~, foreclosure, or by a deed in lieu of foreclosure.

13.3 Term of Lease and Frequency: No unit may be leased for a period of less than thirty (30) days. The first day of occupancy under the lease shall determine in which year the lease occurs. Except as to leases in effect on the date of recordation of this provision, no lease may be for a period of more than (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted without Board approval. The Board, at its discretion, may approve the same lease from year to year. No sublease or assignment of lease rights by the lessee is allowed without Board approval.

13.4 Occupancy During Lease Term. No one but the lessees and lessees' family members within the first degree of relationship by blood, adoption, or marriage, and his or her spouse and temporary guest may occupy the unit.

13.5 Occupancy in Absence of Lessee. If a lessee absents himself from the unit for any period of time during the lease term, his family within the first degree of relationship already in the residence may continue to occupy the unit and may have house guests subject to all of the restrictions contained in the governing documents. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.

13.6 Regulation by Association. All of the provisions of the Condominium Act, the Condominium Documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee, guest, or otherwise to the same extent as against the owner. Such a provision shall be deemed to be included in any lease. The Association shall have the right to bring eviction proceedings and any other proceedings as allowable under the law against the lessee.

13.7 Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a unit, along with the fully completed application and the

submission of any required documents, each applicant must submit an application fee which shall be deemed the highest amount as permitted by law, as amended from time to time, or some other lower amount as may be decided by the Board of Directors from time to time. An applicant, the applicant's spouse, and the applicant's children shall be deemed as one (1) applicant.

13.8 Unapproved Leases. The failure to obtain pre-approval shall result in the lease, whether in writing or oral, being deemed null and void unless subsequently approved in writing by the Board.

14. TRANSFER OF OWNERSHIP OF UNITS: In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a unit shall be subject to the following provisions:

14.1 Forms of Ownership.

(A) One Person. A unit may be owned by one (1) natural person.

(B) Two or More Persons. Co-ownership of units by two (2) or more persons is permitted. However, the intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances where the unit may be used as short-term transient accommodations for multiple families. If the co-owners are other than a married couple, the Board shall require the designation of one (1) natural as "primary occupant." The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14.

(C) Ownership by Corporations, Partnerships, or Trusts. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. The intent of this provision is to allow flexibility in estate, tax or financial planning and not to create circumstances in which the unit may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or corporation, or partnership or other entity as a unit owner shall be required to designate by the owner of one (1) natural person to be the "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change may be made in any twelve (12) month period except in the case of the death or incapacity of the primary occupant.

(D) Life Estate. A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under this Section. In such an event, the life tenant shall be the only Association member from such unit, and occupancy of the unit shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments, charges against the unit, and any other monetary obligations to

the Association. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one (1) life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights. The holders of the remainder interest shall be liable for all assessments, charges against the unit, and any other monetary obligations to the Association upon termination of the life estate.

14.2 Transfers.

(A) Sale or Gift. No unit owner may dispose of a unit or any interest in a unit by sale ~~or give (including agreement to deed)~~, gift, or agreement for deed without presenting to the Board of Directors for their Right of First Refusal and prior written approval by the Board of Directors.

(B) Devise or Inheritance. If any unit owner acquires title by devise or inheritance, the right to occupy or use the unit shall be subject to the approval of the Board of Directors under Section 14. The approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the owner by blood or adoption within the first degree.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, the person shall have no right to occupy or use the unit before being approved by Board of Directors under the procedures outlined in Section 14.

14.3 Procedures.

(A) Notice to Association.

(1) Sale or Gift. An owner intending to make a sale or gift of his unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days before the intended closing date, together with ~~the name of the address of the proposed purchaser or donee, and a copy of the executed sales contract,~~ a fully completed form provided by the Association along with all information and documents reasonably requested by the Association. This includes but is not limited to the fully executed sale or other conveyance document. The Board may require a personal interview with the lessee as a pre-condition of approval.

(2) Devise. Inheritance or Other Transfers. The transferee must notify the Board of Directors of ownership and submit a certified copy of the instrument evidencing the ownership. ~~The transferee may sell and lease the unit and such other information as the Board may reasonably require.~~ The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the unit following the procedures in this Section or Section 13, as may be applicable.

(3) Demand. ~~If the Association elects to exercise its Right of First Refusal~~ With the notice required in Subsection (A)(1) above, the owner or transferee seeking approval may make a written demand that if the transfer is disapproved or the Association exercises its Right of

First Refusal, the Association shall furnish an approved alternate purchaser who shall purchase the unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the unit determined as provided below.

(4) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove or exercise its Right of First Refusal at the time it learns of the transfer. If any owner fails to obtain the Association's approval or submit the proposed sale for the Association's Right of First Refusal prior to selling an interest in a unit, such failure shall create a rebuttable presumption that the seller and purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for the Association's disapproval and to consider the transfer invalid.

(B) Board Action. Within 20 days after receipt of the required notice, application and all required documents, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer or elect whether to exercise its Right of First Refusal. If a transfer is approved, and the Association does not exercise its right of first refusal, same shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board does not respond to the request and neither approves, disapproves or exercises its Right of First Refusal within the time limits as set forth above, such failure to act shall be deemed the equivalent of approving and not exercising its Right of First Approval and on demand the Board shall issue a Certificate of Approval to the transferee. The time periods above do not begin to run until the applicants have provided the Association with the fully completed application, the fully executed lease, all other documents as may be reasonably requested by the Association, and the required application fee.

(C) Disapproval/Exercise Right of First Refusal. The Association's approval shall not be denied and the Association shall not exercise its Right of First Refusal unless a majority of the whole Board so votes. If the Board disapproves or decides not to exercise its Right of First Refusal then within thirty (30) days after the Board meeting at which the vote to ~~do so~~ disapprove took place or at which the Board voted to exercise its Right of First Refusal, the Board shall deliver in writing to the owner (hereinafter "seller") the name of an approved purchaser who will purchase the unit at the same price, and upon substantially the same terms, as in the disapproved sales contract for which the Board decides to exercise its Right of First Refusal. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two (2) state certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in the cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and condominium Assessments shall be prorated to the day of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place no longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close

by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages. If the Board fails to deliver the name of the approved alternative purchaser within thirty (30) days as required above despite the Association's former disapproval, upon demand a Certificate of Approval shall be issued stating that the Association is no longer exercising its Right of First Refusal.

14.4 Exception. The provisions of Section 14.1, 14.2 and 14.3 above are not applicable to ~~unit sales by the Developer, nor the~~ acquisition of title by an Institutional Mortgagee who acquires title through the mortgage, ~~whether by~~ through foreclosure, ~~or through a deed in lieu of~~ foreclosure, nor to the subsequent sale of the unit by the mortgagee.

14.5 Unapproved Transfers. The failure to obtain pre-approval shall result in any sale, transfer, change in title, or conveyance being deemed null and void unless subsequently approved in writing by the Board.

14.6 Fees Related to the Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a unit, along with the fully completed application and the submission of any required documents, each applicant must submit an application fee which shall be deemed the highest amount as permitted by law, as amended from time to time, or some other lower amount as may be decided by the Board of Directors from time to time. An applicant, the applicant's spouse, and the applicant's children shall be deemed as one (1) applicant.