

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
GRAND ISLES, A CONDOMINIUM**

THE UNDERSIGNED, being the duly elected and acting President and Secretary of Grand Isles Condominium Association Inc., a Florida not for profit corporation, do hereby certify that the following amendments to the Declaration of Condominium of Grand Isles, A Condominium (Declaration) were approved by a vote of the membership in excess of that required by the pertinent provisions of said Declaration, at a duly noticed meeting in accordance with Florida Condominium Act, the Declaration and bylaws.

THEREFORE, the undersigned certifies that the Declaration of Condominium as originally recorded in Official Records Book 3249, Page 754 of the Official Records of Palm Beach County, Florida, is amended as attached hereto as *Exhibit A*.

RESOLVED, that the Declaration be and is hereby amended.

Witness my signature hereto this 12th day of October, 2017
in Palm Beach County, Florida

Grand Isles Condominium Association Inc.
a Florida Not-for-Profit Corporation

By: [Signature]
President:

Witness Name: Curtis Espinoza

J. Wallace
Witness Name Janine Wallace

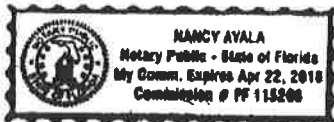
By: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this 12th day of October, 2017 by Lindsey Crites as President of Grand Isles Condominium Association, Inc., and Joseph Morello as Secretary of Grand Isles Condominium Association who ☒ are personally known to me or ☐ has produced

 as identification, and who did take an oath.

[Signature]
Signature of Notary Public



PROPOSED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF
GRAND ISLES, A CONDOMINIUM.

ORIGINAL DECLARATION OF CONDOMINIUM RECORDED AT OFFICIAL
RECORDS BOOK 19329, PAGE 2379 OF THE PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA.

Note: Words to be deleted from the original text are stricken thru. Words to be added
to the original text are underlined.

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. ~~The ability of a unit owner to lease his unit to others is a privilege, not a right. The
privilege may be revoked by the Board of Directors if it is abused by the owner. All leases of
units must be in writing. A unit owner may lease only his entire unit, and then only in accordance
with this Section, after receiving the approval of the Association. The lessee must be a natural
person.~~

13.1 Procedures.

- (A) Notice by the Unit Owner. An owner intending to lease his unit shall give to
the Board of Directors or its designee written notice of such intention at least
twenty (20) 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, and such other information as the Board may reasonably
require. The Board may require a personal interview with any lessee and his
spouse, if any, as a precondition to approval.~~
- (B) Board Action. After the required notice and ~~all information or interviews
requested have been provided,~~ the Board shall have twenty (20) days in which
~~approve the lease or to exercise its right of first refusal, or disapprove the
proposed lease. If the Board neither approves nor disapproves within that
time, its failure to act shall be deemed the equivalent of approval, and on
demand the Board shall issue a written letter of approval to the lessee.~~
- (C) Disapproval. A proposed lease shall be disapproved only if a majority of the
whole Board of votes so in such case the lease shall not be made. Appropriate
grounds for disapproval shall include, but not be limited to, the following:
- 1) ~~the unit owner is delinquent in the payment of Assessments as the time
the application is considered;~~
 - 2) ~~the unit owner has a history of leasing his unit without obtaining
approval, or leasing to troublesome lessees and/or refusing to control
or accept responsibility for the occupancy of his unit;~~
 - 3) ~~the real estate company or rental agent handling the leasing transaction~~

~~an behalf of the unit owner has a history of screening lessee applicants and quickly recommending undesirable lessees or entering into leases without prior Association approval;~~

- ~~4) 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;~~
- ~~5) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;~~
- ~~6) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;~~
- ~~7) the prospective lessee evidences a strong possibility of financial irresponsibility;~~
- ~~8) the prospective lessee, during previous occupancy in this Condominium or elsewhere, has evidenced an attitude of disregard for the Association rules;~~
- ~~9) the prospective lessee give false or incomplete information to the Board as part of the application procedure, or the require transfer fees and/or security deposit are not paid; or~~
- ~~10) the owner fails to give proper notice of his intention to lease his unit to the Board of Director.~~
- (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 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, without securing consent to such eviction from the unit owner.
- (E) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying condominium Assessments may not be delegated to the lessee.
- (F) Committee Approval. To facilitate approval of leases proposed during times when many of the member are not in residence, the Board of Directors may be resolution delegate its approval powers to an *ad-hoc* committee, which shall consist of at least three (3) members.

13.2 Exceptions for Mortgagees. The provisions of Section 13.1 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. The Developer is not exempt from the leasing requirements of Section 13.1.

13.3 Term of Lease and Frequency of Leasing. No unit may be leased more often than four (4) times in any calendar year, or 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 the leases in effect on the date of recordation of this Declaration, no lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted without Board approval.

13.4 Occupancy During Lease Term. No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and his spouse and temporary house 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 residence may continue to occupy the unit and may have house guests subject to all the restrictions in Sections 12 and 13.4 above. 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 or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium Documents, including, without limitation, designating the Association as to the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether or not specifically expressed in such agreement.

~~13.7 Fee and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a unit, the Association may charge the owner a present fee for processing the application, such fee not to exceed the maximum amount allowed by law (currently \$100.00 per applicant with husband and with or parent and child considered one applicant). No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.~~

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 who has qualified and been approved as elsewhere provided herein.

- This is not a contract*
- (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-time transient accommodations for multiple families. If the co-owners are other than husband and wife, the Board shall ~~condition its approval upon~~ require the designation of one (1) approved natural person as "primary occupant". The use of the unit by other persons shall be as if the primary occupancy 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 (1) such change will be approved may be made in any twelve (12) month period except in the case of the death or incapacity of the primary occupant.~~
- (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, ~~if approved in the manner provided elsewhere herein.~~ The intent of this provision is to allow flexibility in estate, tax or financing 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, partnership or other entity as unit owner shall be ~~conditioned upon~~ required to designate by the owner 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 occupancy shall be treated as a transfer ow ownership by sale or give subject to the provisions of this Section 14. ~~No more than one such change will be approved 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 Section 14.2 below. In such 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 shall be liable for all Assessments and charges against the unit. 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, that shall be treated as co-owners for purposes of determining voting and occupancy rights.

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 for deed) without prior written approval of the Board of Directors presenting to The Board of Directors for their Right of First Refusal.
- (B) Devise or Inheritance. ~~If any unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors under Section 14.3(A)(2) below. 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 the Board of Directors under the procedures outlined in Section 14.3 below.
- (D) ~~Committee Approval.~~ To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may be resolution delegate its approval powers to an *ad-hoc* committee, which shall consist of at least three (3) members. The Chairman of the committee shall be ~~named a Vice President~~, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

14.3 Procedures.

(A) Notice to Association.

- 1) Sale or Gift. An owner intending to make a sale or give 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, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.
- 2) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership 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 and lease the unit following the procedures in this Section or Section 13.
- 3) Demand. 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, If the Association elects to exercise 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 original 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 exercise its Right of First Refusal at the time it learns of the transfer. If any owner fails to obtain the Association's approval 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 the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for

~~the Association disapproval to consider the transfer invalid.~~

- This is not a contract*
- (B) Board Action. Within twenty (20) days after receipt of the required notice and all information or interviews requested, 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 elect whether to exercise its Right of First Refusal. If a transfer is approved, the approval ~~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 neither approves nor disapproves does not respond to the request within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval not exercising its Right of First Refusal and on demand the board shall issue a Certificate stating the same of Approval to the transferee.~~
- (C) Disapproval-Exercise of Right of First Refusal. The Association's approval ~~shall not be denied shall not exercise its Right of First Refusal unless a majority of the whole Board so votes. If the Board disapproves, shall execute its right of first refusal within thirty (30) days after the Board meeting at which the disapproval vote to do so took place, the Board shall deliver in writing to the owner (hereinafter the "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 original sales contract. 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 to be paid shall be determined by the arithmetic average of appraisals by two (2) state certified property appraiser, one selected by the seller and one selected by the Association. The cost of the appraisals, and all other closing costs in the cases where no sale 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 long 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 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, and 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 Developer, nor the acquisition of title by an Institutional Mortgagee who acquires the title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, nor to the subsequent sale of the unit by the mortgagee.

14.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

~~14.6 Fees Related to the Sales of Units. Whenever herein the Board's approval is required to allow the sale or other transfer or an interest in a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law (currently \$100.00 per applicant with husband and wife or parent and child considered one (1) applicant).~~

This is not a certified copy