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Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

LARRY E. SCHNER, ESQ.
750 So. Dixie Highway
Boca Raton, FL 33432

AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
BOCA TEECA CONDOMINIUM NO. 9, INC.

THIS AMENDMENT is made this 16 day of FEBRUARY, 2004, by BOCA TEECA CONDOMINIUM NO. 9, INC., ("BOCA TEECA") pursuant to the Declaration of Condominium ("Declaration"), recorded on December 26, 1979 in Official Record Book 3199, Page 1926, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Article V of the Declaration for BOCA TEECA authorizes the Declarant to amend the Declaration at any regular or special meeting of the unit owners of the Condominium called in accordance with the By-Laws, by the affirmative vote of three-fourths (3/4^{ths}) of the unit owners present at such meeting.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for BOCA TEECA.

WHEREAS, the amendment set forth does not materially affect a unit owner's 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 Article VII, Section 5 of the Declaration as follows:

"5. ~~Should the unit owner wish to sell, lease or rent his condominium unit~~ No unit owner shall lease or rent his/her condominium unit (which means the unit, together with the undivided share in the common elements, and the right to use limited common elements, if applicable, and the assigned right to a parking space and storage space which are appurtenant thereto) during the first twelve months of their ownership. Should the unit owner wish to sell, lease or rent his condominium unit, he shall, before making or accepting any offer to sell, purchase lease or rent his Condominium unit, deliver to the Board of Directors, at the office of the Association, a written notice of his intent to sell, lease or rent, which notice shall contain the terms of the offer he has received, which he wishes to accept, or the terms of the offer he is prepared to make, and the name and address of the prospective purchaser or tenant. The Board of Directors, within ten (10) days after receiving such notice, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit, designate that the Association, one or more persons then condominium

unit owners, or any other person or persons satisfactory to the Board of Directors who is willing to purchase, will lease or rent upon the same terms as those specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. The stated designee of the Board of Directors shall have fifteen (15) days to close from the date of the notice designating such person sent by the Board of Directors upon the same terms specified in the unit owner's notice. Failure of the Board of Directors to designate such person or persons within said ten-day period, or failure of such person or persons to close within said second fifteen-day period, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in this notice, and may sell, lease or rent said interest pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after his original notice was given. The Association has the right to require, as a condition to permitting the leasing of a unit, the depositing with the Association of a security deposit up to the highest amount allowable by law which may be placed by the Association in a commingled account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, including but not limited to damage to the Common Elements and Limited Common Elements. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the lessee by the Association not later than fifteen (15) days from the date of notice to the Association of the termination of occupancy of the Unit by Lessee..."

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

III. This Amendment has been proposed and adopted by a majority of the Members of the Association in attendance at a meeting at which a quorum is present.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for BOCA TEECA, to be executed by the duly authorized officer, this 16 day of FEBRUARY, 2004.

WITNESSES:

BOCA TEECA CONDOMINIUM 9, INC.

Phyllis Solomon
WITNESS

PHYLLIS SOLOMON
(Print name)

Ron Eckardt
WITNESS

RON ECKART
(Print name)

BY: Catherine Wiley
SECRETARY

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledge before me this 28TH day of FEB, 2004, by JEROME TESLER, President of Boca Teecca Condominium No. 9, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 28 day of FEB, 2004.

Anne Miles

Notary Public

My commission expires:



Anne Miles
Commission #DD217510
Expires: Jul 06, 2007
Bonded Thru
Atlantic Bonding Co., Inc.