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**CERTIFICATE OF AMENDMENT  
 TO THE  
 DECLARATION OF CONDOMINIUM  
 FOR  
 CENTRAL PARKWAY BUSINESS CENTER, A CONDOMINIUM**

The Declaration of Condominium for Central Parkway Business Center, A Condominium has been recorded in the public records of Martin County, Florida at Official Records Book 1624, Page 346 et. seq. and amended at Official Records Book 1627, Page 785 et. seq. The same Declaration of Condominium is hereby amended as approved by the Board of Directors and by the Membership by vote sufficient for approval at a meeting held on September 18, 2006.

1. Section 17 is amended to read as follows:

17. **Selling and Leasing.** No unit may be sold or leased to any firm, company or individual whose use and occupancy of such Unit and the business to be conducted there in is not in compliance with the occupancy and use restrictions set forth herein and the Zoning Code for the City of Stuart.

Additionally, in order to maintain a business center of congenial, financially responsible owners, with the objective of protecting the value of the Unit's, the leasing and transfer of the ownership of a Unit, shall be subject to the following provisions, which provisions each owner of a Unit agrees to observe.

**Leasing of Units.** A Unit Owner may lease only his entire Unit, and then only in accordance with this section, after receiving the approval of the Association.

A. Procedures

- 1) **Notice by the 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 thirty (30) days prior to the proposed transaction, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee(s), and any other intended occupants, as a condition of approval.
- 2) **Approval.** After the required notice and all information, transfer fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed lease within thirty (30) days. If the Board neither approves or disapproves within this time period, such failure

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to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

- 3) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:
- (a) The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;
  - (b) The Owner has a history of leasing his/her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;
  - (c) The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;
  - (d) The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium and/or Rules and Regulations of the Association.
  - (e) The prospective lessee or other intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
  - (f) The prospective lessee or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
  - (g) The lessee or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the Condominium and/or Rules and Regulations of the Association;

(h) The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or the Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

Notice of disapproval shall be sent or delivered in writing to the Unit Owner.

- 4) Failure to Give Notice or Obtain Approval. If proper notice is not given, the board at its election may approve or disapprove the lease.

**B. Transfer of Ownership of Units.**

1) Transfers Subject to this Section B

(a) Sale or Gift. No Owner may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

(b) Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his/her right to occupy or use the Unit shall be subject to the approval of the Board of Directors.

(c) Other Transfers. If any person acquires title in any manner not considered in the foregoing sections (a) or (b), his right to occupy or use the Unit shall be subject to the approval of the Board of Directors (that person having no right to occupy or use the Unit before being approved by the Board of Directors) under the procedures outlined in Section B.(2) below.

2) Procedures.

(a) Notice to Association

(i) Sale or gift. An Owner intending to make a sale or gift of his Unit or any interest in the Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed

purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser(s) or donee(s) and other intended occupants, as a condition of approval.

(ii) **Devise, Inheritance or Other Transfers.** The transferee(s) must notify the Board of Directors of his/her ownership and submit a certified copy of the instrument evidencing his/her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.

(iii) **Demand.** With the notice required in sub-section (a)(i) above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and 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. This obligation of the Association exists only if the written demand is made by the Owner or transferee along with and at the same time as the provision of sub-section (a) notice.

(iv) **Failure to give Notice.** If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, or making a gift of the Unit, such failure shall create a rebuttable presumption that the seller and the purchaser, or Owner making the gift, intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

(b) **Approval.** Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval 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 within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

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(c) Disapproval

(i) **With Good Cause.** Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

(aa) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

(bb) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(cc) The application for approval on its face indicates that the persons seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium and/or the Rules and Regulations of the Association.

(dd) The person seeking approval or intended occupants have a history or disruptive behavior or disregard for the rights or property of others;

(ee) The person seeking approval or intended occupants have evidenced an attitude of disregard for covenants or restrictions applicable to the Condominium and/or Rules and Regulations of the Association, by his conduct in this Condominium as a tenant, Owner or occupant of a Unit, or such attitude at the personal appearance before the Board or its designee; or

(ff) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner, or provided false information during the application process.

(ii) **Without Good Cause.** If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in Section B(2)(a)(iii) above, then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner or transferee (hereafter "the seller") the name of an approved purchaser who will purchase the Unit upon substantially the same price and terms as in the disapproved 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 agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two MAI appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in 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 and Charges shall be prorated for the year 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 to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.

(iii) If the Board fails to deliver the name of the approval purchaser within thirty (30) days as required above, or if the approved purchaser defaults in his/her purchase, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

(The balance of Section 17 remains unchanged)

