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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
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This instrument was prepared by:
KENNETH S. DIREKTOR, ESQ.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
BOCA TOWERS CONDOMINIUM**

WHEREAS, the **Declaration for Creation of a Condominium for Boca Towers Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2031** at Page **1466**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Boca Towers Condominium Association, Inc.**, a Florida not-for-profit corporation, held **January 24, 2017**, the aforementioned Declaration was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration are a true and correct copy of the amendments as amended by the membership.

SEE ATTACHED

* * * * *

WITNESS my signature hereto this 7 day of February, 2017, at Boca Raton, Palm Beach County, Florida.

**BOCA TOWERS CONDOMINIUM
ASSOCIATION, INC.**

Lisa M. Elliott
Witness
LISA M. ELLIOTT
(PRINT NAME)

Thomas Sponem
Witness
Thomas Sponem
(PRINT NAME)

By: Patricia Sponem
Patricia Sponem, President

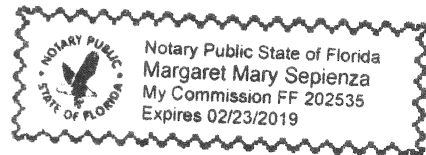
Attest: [Signature]
Les Klein, Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 7 day of February 2017, by Patricia Sponem and Les Klein, as President and Secretary, respectively, of **Boca Towers Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

Margaret Mary Sepienza (Signature)

Margaret Mary Sepienza (Print Name)
Notary Public, State of Florida at Large



AMENDMENTS TO THE
DECLARATION OF
BOCA TOWERS CONDOMINIUM

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

* * *

III. DEFINITIONS.

The terms used herein shall have the following meanings unless the context otherwise requires:

(a) The Act shall refer to the Condominium Act as set forth in Chapter 718, Florida Statutes, as the same exists on this date and as the same may be amended from time to time.

(~~a~~b) Assessment means ...

(~~b~~c) Association means ...

(~~e~~d) By-Laws means ...

(~~d~~e) Common elements shall mean ...

(~~e~~f) Condominium parcel means ...

(~~f~~g) Unit means ...

* * *

X. OPERATION OF CONDOMINIUM ASSOCIATION.

This Condominium shall be operated by a non-profit corporation named "BOCA TOWERS CONDOMINIUM ASSOCIATION, INC.", which corporation is herein sometimes called "The Association". The owners of each condominium unit ("unit owners") shall automatically become members of BOCA TOWERS CONDOMINIUM ASSOCIATION, INC. upon recording of a Warranty Deed to the condominium unit. Likewise, membership will automatically terminate upon the cessation of such ownership. No rights shall vest in any person who is in the process of purchasing a condominium unit, either in the unit to be purchased, in the land, in the Association, or in the condominium itself until title to the purchase unit is recorded. There shall be no other membership. The following miscellaneous rights and powers shall apply:

* * *

(6) ~~The Association shall have the right to alter and improve the common areas and to assess each unit owner their proportional share thereof providing any assessment in excess of one hundred dollars (\$100.00) per unit for improvements shall be levied only after consent and approval thereof is obtained from a majority of unit owners in the condominium at a regular or special meeting and providing that any mortgagee who acquired its title through foreclosure proceedings or by deed in lieu of foreclosure must approve the assessment regardless of the amount involved. No portion of the Common Elements or the Association Property may be subject to any additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) which involve a Common Expense in excess of five percent (5%) percent of the annual budget then in effect, including operating expenses and reserves, for any individual addition, alteration or improvement or for all additions, alterations or improvements cumulatively undertaken within a fiscal year, unless such additions, alteration or improvements have been approved by not less than seventy percent (70%) of the votes of the members present and participating, in person or by proxy, at a meeting at which a quorum is established or by written agreement provided that a quorum participates. Any additions, alterations or improvements to the Common Elements or Association Property, or any part thereof, involving a Common Expense of less than the five percent (5%) threshold described above, may be approved by the Board of Directors without approval of the unit owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property undertaken by the Association shall constitute a part of the Common Expenses and shall be assessed to the unit owners accordingly.~~

* * *

XI. COLLECTION OF ASSESSMENTS; LIEN and PRIORITY; INTEREST; COLLECTION.

(1) ~~The Association shall have the power to make and collect assessments and shall maintain accounting records with respect thereto according to good accounting practices which shall be open to inspection by unit owners at reasonable times. Such records shall include:~~

~~_____ (a) A record of all receipts and expenditures.~~

~~_____ (b) An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessment comes due, the amounts paid upon the account, and the balance due.~~

~~_____ (2) Common expenses shall include all expenses connected with the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association and any other expenses which~~

~~shall be incurred by the Association which shall ratably or equally benefit all unit owners.~~

~~(3) A Unit owner, regardless of how title is acquired, including without limitation a purchase at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from grantor the amounts paid by the grantee therefore.~~

~~(4) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit against which the assessment is made.~~

~~(5) Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate provided in the By-Laws, not to exceed the maximum rate allowed by law, and if no rate is provided, that at ten per cent (10%) per annum.~~

~~(6) The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, and against the unit owner of such condominium parcel. Such owner shall in addition, be liable for all costs and reasonable attorney's fees incurred by the Association on the collection of such assessment or enforcement of such lien and the lien shall secure the same. The lien shall be effective from and after the time of the recording in the public records of Palm Beach County, and shall state the description of the condominium parcel, the name of the record owner, the amount due, including a reasonable attorney's fee and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims shall include only assessments which are due and payable when the claim of lien is recorded. Such claims shall be signed and verified by an officer or agent of the Association and completed in a manner which shall entitle them to be recorded. Upon full payment the party making payment shall be entitled to a recordable satisfaction of the lien. All such items shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien.~~

~~(7) Liens for assessment may be foreclosed by and brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the unit owner shall be required to pay reasonable rental for the use of the condominium parcel being foreclosed, said rental being for the period beginning on the day the lien arose and ending on the date litigation is completed and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid on the condominium parcel at foreclosure sale, and to acquire and hold lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same.~~

~~_____ (8) Where a mortgagee, a lien claimant, a pledge or other purchase of a condominium unit obtains title to the condominium parcel as a result of a foreclosure brought on such pledge, mortgage or other lien, or by deed in lieu of foreclosure thereof, such acquirer of title, his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel and chargeable to the former unit owner of such parcel which accrued or became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses or assessment shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, his successors and assigns.~~

_____ (1) Liability for Assessments. A unit owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments and other charges coming due while that person is the unit owner. Except as provided in Section (3) below, the unit owner shall also be jointly and severally liable with the previous owner for all unpaid Assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided herein and in the Act, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by the abandonment of the Unit for which the Assessments are made or otherwise.

_____ (2) Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within fifteen (15) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Act, on Assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in the Act. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. The lien shall have such priority as may be provided in the Act. All claims of lien must state the description of the Condominium Parcel, the name of the record owner, the name and address of the Association, the amount due and the due dates and must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due at the time a claim of lien is recorded, as well as all regular and Special Assessments which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorney's fees incurred by the Association incident to the collection and foreclosure process. Reasonable costs shall include, without limitation, any bank fees charged to the Association due to checks tendered by owners which are returned due to insufficient funds. Upon payment in full, the person making the payment is entitled to a

satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid, the Association may declare the Assessment installments for the remainder of the fiscal year in which a claim of lien has been filed to be accelerated, as provided in Section (7) below.

(3) First Mortgagee. A First Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. In addition, the First Mortgagee is liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the First Mortgagee's liability is limited to the maximum amount set forth in the Act. If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the unit owners, including such acquirer, and such acquirer's successors and assigns.

(4) Certificate of Unpaid Assessments. Within fifteen (15) days after request by a unit owner or mortgagee of a unit, the Association shall provide a certificate stating whether all Assessments and other moneys owed to the Association by the unit owner with respect to his unit have been paid. Any person other than the unit owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of the Certificate.

(5) Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Board of Directors. Special assessments shall be payable on such terms as may be established by the Board.

(6) Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an Assessment, the Board may accelerate the remaining installments of the Assessment upon notice to the unit owner, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice.

(7) Set Off. Any funds due and payable by the Association to a unit owner under this Declaration of Condominium, the Articles of Incorporation or the By-Laws, or under the Act, shall be subject to a right of set-off for any amounts due and owing to the Association by the unit owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Act.

* * *

XIII. COMPLIANCE AND DEFAULT, ~~NON-ASSESSMENT.~~

~~Each unit owner shall be governed by and shall comply with this Declaration, the By-Laws, the Rules and Regulations as promulgated by the Board of Directors from time to time, and the laws of the State of Florida as they may exist from time to time. Failure to do so shall entitle the Association or unit owner to sue for such sums as it may be damaged or to sue for injunctive relief or both. Such actions may be maintained by the Association or in a proper case by an aggrieved unit owner. Such relief shall not be exclusive of other remedies provided by law. Should the Association prevail in a court of competent jurisdiction against a unit owner for failure to comply with the duties imposed by this Article, such unit owner shall pay all the court costs connected therewith, together with a reasonable attorney's fee as determined by the court.~~

Each unit owner and every occupant, guest, agent, employee or contractor of a unit owner and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and unit owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

(1) Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Elements, Limited Common Elements, Association Property, a unit, the unit owner's personal property, or to the personal property of the Association or other unit owners or residents or guests, including, but not limited to, repair after casualty, as provided in this Declaration, made necessary by his or her violation of any portion of this Declaration or by his or her negligence or intentional misconduct or by that of any member of his family or his or her guests, agents, employees or contractors, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association. Any expense advanced by the Association to perform such maintenance, repair or replacement, together with interest, costs and attorneys' fees, shall be secured by a lien against the Unit enforceable in the same manner as an Assessment under Article XI hereof.

(2) Compliance. In the event a Unit Owner or occupant fails to comply with such unit owner's obligations under this Declaration hereof or fails to observe and comply with any other provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the unit owner and the unit for the sums necessary to do whatever work is required to put the unit owner or unit in compliance. Such charge, together with interest, costs and attorneys'

fees, shall be secured by a lien against the Condominium Parcel, enforceable in the same manner as Assessments levied under Article XI hereof.

(3) Fines. In addition to all other remedies provided hereunder, in the event a unit owner or anyone for whom a unit owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to impose a fine against the unit owner and the Unit in accordance with the Act. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed the maximum amount permitted by the Act.

(4) Suspension of Use Rights. In addition to all other remedies provided hereunder, the Association shall have the right to suspend the rights of the unit owner, his or her guests, licensees or invitees, to use any portion of the Common Elements or Association Property or other facilities during any period of time during which the unit owner is delinquent in the payment of assessments or any other financial obligation to the Association or in the event a unit owner or anyone for whom a unit owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required.

(5) Suspension of Voting Rights. In addition to the remedies provided in Section XI hereof and by applicable law, the Association may suspend the voting rights of any owner who is delinquent more than ninety (90) days in the payment of any monetary obligation to the Association. Any owner whose voting rights are suspended does not count towards a quorum and the quorum is reduced to exclude such owner.

(6) Set Off. Any funds due and payable by the Association to an owner under this Declaration, the Articles of Incorporation or the By-Laws, or under the Act shall be subject to a right of set-off for any amounts due and owing to the Association by the owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Act.

(7) Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a unit owner or the Association to comply with the requirements of the Act, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

(8) No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

(9) Election of Remedies. All rights, remedies and privileges granted to the Association or a unit owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the Condominium documents.

* * *

XV. GENERAL CONDITIONS, COVENANTS AND RESTRICTIONS.

(1) The owner of each unit in the Boca Tower Condominium shall occupy and use such condominium units solely as a private dwelling for himself and the members of his family and social guests and for no other purpose whatsoever, including business purposes. As used herein, the term "family" or "single family" shall mean up to two (2) persons, whether or not related by blood marriage or adoption, living as a single housekeeping unit, and their children, grandchildren, parents, brothers, sisters, and the spouses or domestic partners of the foregoing persons. If title to the condominium unit be taken in the name of a corporation, the officer approved by the corporation for occupancy shall, for the purposes of this Declaration, be assumed to be the owner. Reasonable rules covering the behavior of children shall be made and enforced by the Board of Directors. A guest shall be considered any occupant who is not a unit owner or approved tenant. There shall be no time limitation on guest occupancy provided the guest occupies the unit with the owner or approved tenant or the guest is a member of the owner's or approved tenant's family, as defined above. However, any guest who occupies a unit in excess of thirty (30) days cumulatively in any calendar year, whether with or without the owner or approved tenant in residence, shall be subject to screening as a tenant. Guest occupancy in the absence of the unit owner or approved tenant by persons other than members of the unit owner's or approved tenant's family, as defined above, shall be limited to a total of thirty (30) days per calendar year, cumulatively, for all such guest visits. Prior to any occupancy of the unit by any guest, the owner or approved tenant must provide written notice to the Association of the name or names of the intended guests, any familial relationship to the owner or approved tenant, the anticipated date of arrival, and the anticipated date of departure. The Association may adopt additional rules and regulations with regard to guest occupancy not inconsistent with the terms hereof, which rules may include, without limitation, the requirement that owners identify those persons who meet the definition of family set forth in this Declaration in a written list provided to the Association prior to the arrival of any such family member guest. Under no circumstances may any unit be used for any commercial or business purpose which would cause a level of noise, odor, traffic, debris or any other activity inconsistent with residential use. No condominium unit owner shall keep on the premises at any time more than one cat, or one dog weighing under fifteen pounds, or two small birds. Any other pet or animal shall be automatically considered a nuisance and dealt with accordingly. The unit owner will not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property or obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises or

otherwise, nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property. No clothes lines or similar devices shall be allowed on any portion of the condominium property, including the common elements. No change or alteration of any kind shall be made on the exterior portion of the condominium by a unit owner, including by way of illustration, installation of awnings, air conditioning units, TV or radio antennae, wiring, paint or otherwise. Exterior glass in the color as provided by the Developer shall be maintained by all owners, except as is otherwise expressly approved by the Board of Directors in writing. No unit owner shall alter or modify any structural parts of the unit without the specific written approval of the Board of Directors. Approval may be granted for alterations by the Board of Directors of non-load bearing interior partitions of units upon a certification of safety by a competent registered engineer. All costs included or connected with such approval and alteration shall be borne by the unit owner seeking the change. No signs shall be displayed in or upon any portion of the condominium property by any person or corporation without the written consent of the Board of Directors, provided, however, that until a first sale of all the condominium units be made, the Developer may erect reasonable signs on the common elements to aid in sales promotions of unsold units and for directional purposes.

No ownership or possessory interest in a unit may be conveyed or otherwise transferred to a corporation, partnership or other entity of any kind except for trustees of trusts or corporations or other entities where all of the stock or other ownership interests are and remain owned by the members of a single family, as defined above, and where such trust or corporation or other entity was formed for the purpose of estate or financial planning. This provision is not applicable to the acquisition of units by the Association. Notwithstanding the provisions above regarding the acquisition of title by an entity, any entity acquiring title to a unit through the foreclosure of a mortgage or other lien or by deed in lieu of foreclosure may hold title, but any person taking occupancy of the Unit while title is held by such entity shall be subject to the prohibitions in this section applicable to leases. Title to a unit may be held in the name of more than two (2) natural persons only if such persons are members of the same family, as that term is defined hereinabove. Otherwise, title to a unit may not be held in the name of more than two (2) natural persons. If record title to a unit(s) is held prior to the effective date of this amendment in a manner that is contrary to this subsection, such ownership is exempt from retroactive application of this provision, provided however that this provision shall apply to all future transfers.

* * *

~~(5) — Developer's Rights on Board of Directors~~

~~— The Developer has reserved the right, until the Certificate of Occupancy has been issued by the proper governmental issuing authority for all two hundred seventy-two (272) units or until July 1, 1973, whichever shall first occur, unless the Developer shall earlier surrender in writing this right, to appoint all of the members of the Board of Directors of the Association. The persons appointed by the Developer as members of the Board of Directors need not be unit owners in the condominium. The Developer~~

shall have the right to change its appointees from time to time as it shall choose. After such time the Board of Directors shall all be unit owners.

_____(6)_____ Construction Mortgages

Prior to the completion of the total condominium project, whether the Declaration of Condominium be recorded or not, the Developer shall have the sole, absolute and exclusive right to execute, record and place construction mortgages on that portion of the property described in Attachment "A" on which the East Tower and appurtenances are to be located in order to secure any indebtedness which Developer may have to Institutional Lenders for monies used or to be used in the construction of the improvements contemplated in this Declaration. Notwithstanding the recording of the Declaration of Condominium and the conveyance of units to owners prior to the execution and recording of the institutional construction mortgages on the part of the property described in Attachment "A" on which the East Tower and appurtenances are to be located, as aforesaid, the right and dignity of such institutional construction mortgages shall at all times be superior and greater than the right, title and interest of the Developer, the Association and the unit owner and their privies on that portion of the property described in Attachment "A" on which the construction mortgage or mortgages is placed so long as said mortgage(s) remains unpaid, unreleased or unsatisfied.

(5) CONVEYANCES, SALES AND TRANSFERS. In order to insure the community of congenial residents and thus protect the value of the units, the sale and transfer of units by any owner shall be subject to the following provisions:

(a) Transfers Subject To Approval. The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void:

(i) All sales of units except judicial sales conducted pursuant to a judgment of foreclosure held by a First Mortgagee encumbering a unit or public sales conducted by the Palm Beach County Tax Collector resulting from the failure to pay real property taxes.

(ii) All transfers by gift to persons other than the owner's family, as defined in this Declaration.

(iii) All transfers by devise or inheritance to persons other than the owner's family, as defined in this Declaration.

(iv) Any transfer by lease.

(v) Any other transfer of title to or possession of a unit.

(vi) All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time.

 (b) Notice to Association. Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, a copy of the Letters of Administration for the Personal Representative of a deceased Owner's estate and such other documentation from the Probate Court file as the Board may reasonably require in the event of a transfer by devise, and a copy of any other documentation pertaining to a proposed transfer subject to approval hereunder which the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed transferee(s) and any other intended occupants of the unit, and such other and further information about the intended transferees or occupants as the Association may reasonably require.

 (c) Association's Election. Within thirty (30) days of receipt of the last of the information required pursuant to Section (b) above, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed transfer.

 (i) Approval. In the event the Association approves any transfer subject to approval hereunder, the Association shall deliver to the transferor or the transferor's designee an executed certificate of approval, approving the transfer, executed by an authorized representative of the Association.

 (ii) Disapproval of Transfer of Title. In the event the Board of Directors disapproves a proposed sale or other transfer of title, unless good cause exists, as defined below, the Association must, within thirty (30) days of receipt of the last of the information provided pursuant to Section (b) hereof, provide the owner with an executed contract from the Association or another purchaser acceptable to the Association, which contract must provide for the purchase of the Unit on the same terms as were set forth in the original proposed contract for sale, which contract must provide for a closing date within thirty (30) days from the date it is delivered to the owner by the Association. If the conveyance or transfer was a gift, devise or inheritance, unless good cause exists, as defined below, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the unit owner does not agree with the appraisal, the owner may select and pay for another appraisal and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application within thirty (30) days, as set forth above, or the substitute purchaser provided by the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved and the unit owner may proceed to closing and shall be entitled to a Certificate of Approval as described in Paragraph (i) of this Section (c).

If good cause exists for the Association to disapprove a proposed sale, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute purchaser for the unit. Good cause shall be defined to include the following:

a. The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because the use, occupancy and/or ownership of the Unit and/or the Common Elements by the applicant, as disclosed in the screening process, will violate the restrictions on use, occupancy or ownership set forth in this Declaration or the rules and regulations, or;

b. The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons at any time; or

c. For transfers by sale, the person seeking approval intends to purchase the Unit without paying at least twenty percent (20%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the unit with a loan to value ratio (based upon the bona fide sale price) in excess of eighty percent (80%); or

d. The applicant has a history of financial irresponsibility or cannot demonstrate an ability to pay anticipated Assessments and other financial responsibilities of unit ownership in this Condominium; or

e. The applicant takes possession of the unit prior to approval by the Association as provided for herein; or

f. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this condominium or other residence as a guest, owner or occupant of a unit; or

g. The applicant fails to comply with the requirements of Section (b) hereof.

h. No transfer of title will be approved if, at the time of the application or at any time prior to the time approval is to be granted, the unit is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the unit is in violation of any provision of this Declaration or the rules and regulations which remains uncured at the time the Association is required to make its election hereunder.

(d) Leases. If the Association disapproves any application to lease a unit, the lease shall not be made and the proposed lessee(s) shall not take possession of the unit.

(e) Exceptions. The foregoing provisions of this section shall not apply to a transfer to or purchase by a bank, life insurance company, credit union or federal savings and loan association which acquires its title as the result of owning a mortgage upon the unit concerned; and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings. Neither shall such provisions require the approval of a purchaser who acquired the title to a unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale. However, the foregoing provisions notwithstanding, such provisions, relating to community interests, including those related to occupancy, shall apply to ownership by or a transfer or sale by a bank, life insurance company, credit union or federal savings and loan association which acquires its title by foreclosure, deed in lieu of foreclosure or otherwise and to all occupancy of units in the Condominium, regardless of the manner in which title is held.

(f) Mortgage Approval and Subordination. All liens against a unit, other than a first mortgage recorded before the Association's claim of lien, shall be subordinate and inferior to the Association's lien for Assessments, regardless of the date of recordation of the Association's claim of lien, except to the extent otherwise required by law. Any first mortgage liens or other liens which become first mortgage liens which involve an outstanding balance which exceeds eighty percent (80%) of the fair market value of the unit at the time the mortgage is recorded shall be subordinate and inferior to the Association's claim of lien to the extent the mortgage balance exceeds eighty percent (80%) of the fair market value of the Unit at the time of recordation of the mortgage.

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