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Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0914 - 917; (4pgs)

This instrument was prepared by:  
**Mark D. Friedman, Esq.**  
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625 North Flagler Drive – 7<sup>th</sup> Floor  
West Palm Beach, FL 33401  
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF  
CHATHAM B CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Chatham B Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2179** at Page **614**; and

WHEREAS, the **Amended and Restated Declaration of Condominium for Chatham B Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book **27419** at Page **0184**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Chatham B Condominium Association, Inc.**, a Florida not-for-profit corporation, held **April 30, 2015**, the aforementioned Amended and Restated Declaration of Condominium was amended pursuant to the provisions of said Amended and Restated Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Amended and Restated Declaration of Condominium is a true and correct copy of the amendment as amended by the membership.

**AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF  
CHATHAM B CONDOMINIUM**

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

- 17. **CONVEYANCES, SALES AND TRANSFERS.** In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

\*\*\*

17.3 Association's Election. Within thirty (30) days of receipt of the last of the information required pursuant to Section 17.2 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.

\* \* \*

(b) Disapproval of Transfer of Title. In the event the Board of Directors disapproves a proposed sale, 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 17.2 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 (a) of this Section 17.3.

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:

\* \* \*

(9) The prospective transferees (or one of the prospective transferees, if there is more than one transferee) have:

(a) a history of financial problems or financial irresponsibility as demonstrated by:

(i) a bankruptcy, foreclosure or short sale within the seven (7) years prior to submitting the application to this Condominium; and/or

(ii) one or more of the prospective transferees have, either individually or combined, a history of six (6) or more instances on his or her (or their combined) credit report(s) when creditors advised the credit bureau, in the twelve (12) months prior to the submission of their application to the Association, that the account was paid (30) days or more past the due date established for that account.

\* \* \* \* \*

WITNESS my signature hereto this 13<sup>th</sup> day of JUNE, 2015, at West Palm Beach, Palm Beach County, Florida.

**CHATHAM B CONDOMINIUM ASSOCIATION, INC.**

By: [Signature] President

[Signature]  
Witness  
MARION KOSIROG  
(PRINT NAME)

Attest [Signature] Secretary

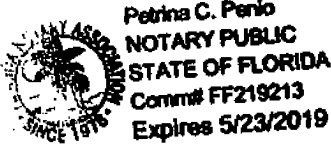
Witness  
[Signature]  
(PRINT NAME) Cheryl Todd

[Notary page to follow]

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June 2015, by EDWARD H. BLACK and WILLIAM C. TODD, as PRESIDENT and Secretary, respectively, of **Chatham B 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.

Petria Penio (Signature)



PETRINA C. PENIO (Print Name)  
Notary Public, State of Florida at Large

NOT A CERTIFIED COPY