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 Sharon R. Bock, CLERK & COMPTROLLER
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This instrument was prepared by:
MARK D. FRIEDMAN, ESQ.
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 625 North Flagler Drive - 7th Floor
 West Palm Beach, FL 33401
 (W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
 DECLARATION OF CONDOMINIUM OF
 CHATHAM I CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Chatham I Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 2191 at Page 491; and

WHEREAS, at a duly called and noticed meeting of the membership of Chatham I Condominium Association, Inc., a Florida not-for-profit corporation, held Aug. 28, 2015, 2015, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration of Condominium.

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

**AMENDMENTS TO THE
 DECLARATION OF CONDOMINIUM OF
 CHATHAM I CONDOMINIUM**

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

**XI
 PROVISIONS RELATING TO SALE OR RENTAL OR
 OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS**

A. SALE OR RENTAL OF UNITS - Association to Have First Right of Refusal.

In the event any unit owner wishes to sell, ~~rent or lease~~ his unit, the Association shall have the option to purchase, ~~rent or lease~~ said unit upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, ~~rent or lease~~ said unit without prior offer to the Association shall be deemed a breach of this Declaration

and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, ~~tenant or lessee~~. No one, whether individual, family or corporate entity, shall be permitted to purchase or own more than two (2) units in the condominium association. ~~However, this amendment shall not affect any multiple ownership of units vested prior to date hereof.~~

Should a unit owner wish to sell, ~~lease or rent~~ his Condominium parcel (which means the units, together with the undivided share of the common elements appurtenant thereto), he shall, before accepting any offer to purchase, or ~~sell or lease, or rent~~, his Condominium parcel, deliver to the Board of Directors of the Association, a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, ~~lease or transfer~~ is to be made, three Bank references and five individual references - local, if possible, and such other information (to be requested within five days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

The Board of Directors of the Association, within thirty (30) days after receiving such notice and such supplemental information as is required by the Board of Directors or Management Firm, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), or object to the sale, ~~leasing or renting~~ to the prospective purchaser, ~~tenant or lessee~~ for good cause, which cause need not be set forth in the notice from the Board of Directors or Management Firm to the unit owner. However, the Association shall not unreasonably withhold its consent to any prospective sale, ~~rental or lease~~.

Failure of the Board of Directors to object for good cause, 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 his notice and sell, ~~lease or rent~~ said interest pursuant thereto, to the prospective purchaser ~~or tenant~~ named therein, within ninety (90) days after his notice was given.

The consent of the Board of Directors of the Association, or the Management Firm shall be in recordable form, signed by two Officers of the Association or the Management Firm, and shall be delivered to the purchaser or lessee. Should Board of Directors fail to act, as herein set forth and within the time provided herein, the Board of Directors of the Association or the Management Firm shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form, as aforesaid and no conveyance of title or interest whatsoever shall be deed valid without the consent of the Board of Directors or Management Firm as herein set forth.

~~The sub-leasing or sub-renting of a unit owner's interest shall be prohibited. The Association or Management Firm shall have the right to require that a substantially uniform form of Lease be used, or in the alternative, the Board of Directors' approval of the Lease form to be used shall be required. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the Lessee, his family and guests. No individual rooms may be rented, and no transient tenants may be accommodated. Where a Corporate entity is the owner of a unit it must designate the occupants of the units as it desires, and for such period of time as it desires, in compliance with the provisions of this Article XI.~~

The provisions of this Amendment shall not apply to leases already reviewed and approved by the Association as of the effective date of this Amendment. However, this Amendment shall apply at the expiration of any such existing leases.

~~Provided, however, each owner shall use such apartment as a private dwelling for himself or herself and his or her immediate family, and for no other purposes including business purposes. Therefore, the leasing or renting of apartments to others as a regular practice for business, speculative investment, or other similar purposes is not permitted in this Condominium. To meet special situations and to avoid undue hardship or practical difficulties the Board of Directors may grant permission to an owner to lease his or her apartment one time to a specified lessee for a brief period of not less than four (4) consecutive months in a twelve (12) month period, and no unit may be leased more than once in a twelve (12) month period. The foregoing prohibition on leasing shall not apply to units owned by the Association.~~

B. MORTGAGE AND OTHER ALIENATION OF UNITS

1. A unit owner may not mortgage his units, nor any interest therein, without the approval of the Association or Management Firm, ~~except~~ for a first mortgage to an Institutional Mortgagee, as hereinbefore defined. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association or Management Firm, and said approval, if granted, shall be in recordable form, executed by two Officers of the Association or Management Firm.

2. After judicial sale of a unit, or any interest therein, through foreclosure or other judicial process, the sale and purchaser must still be approved by the Association or Management Firm, which approval shall be in recordable form, executed by two Officers of the Association or Management Firm, and delivered to the purchaser

3. Any sale, ~~or mortgage or lease,~~ which is not authorized pursuant to the terms of this Declaration, shall be void, unless subsequently approved by the Board of Directors of the Association or Management Firm, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

4. The foregoing provisions of this Article XI shall not apply to transfers by a unit owner to any member of his immediately family, ~~(viz: spouse, children or parents.)~~

The phrase "sell, rent, or lease", in addition to its general definition, shall be defined as including the transferring of a unit owner's interest by gift, devise or involuntary or judicial sale.

In the event a unit owner dies and his unit is conveyed or bequeathed to some person other than his spouse, children, or parents, or if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium unit, or if, under the laws of descent and distribution of the State of Florida, the Condominium unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors of the Association or Management Firm may within thirty (30) days of proper evidence or rightful designation served upon the President or any other Office of the Association or Management Firm, or within thirty (30) days from the date the Association is placed on actual notice of the said devise or descendant, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium parcel.

If the Board of Directors of the Association or Management Firm shall consent, ownership of the Condominium parcel may be transferred to the person or persons so designated, who shall, thereupon, become the owner(s) of the Condominium parcel, subject to the provisions of the Enabling Declaration and the Exhibits attached hereto.

If, however, the Board of Directors of the Association or Management Firm shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash the said Condominium parcel, at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium parcel, the same shall be determined by an Appraiser appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, upon ten (10) days' notice, on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such Condominium parcel. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium parcel; or, such person or persons, or the legal representative of the Deceased owner may sell the said Condominium parcel, and such sale shall be subject in all other respects to the provisions of this Enabling Declaration and Exhibits attached hereto.

5. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, or rented said interest, as provided herein. Every purchaser, ~~tenant or leasee~~, shall take subject to this Declaration, the By-Laws of the Association, the Long-Term Lease, and the Management Agreement, as well as the provisions of the Condominium Act.

6. Special Provisions re Sale, Leasing, Mortgaging, or Other Alienation by certain Mortgagees and Developer, and the Management Firm:-

(a) An Institutional First Mortgage holding a mortgage on a Condominium parcel or the Lessor under the Long-Term Lease, upon becoming the owner of a Condominium parcel through foreclosure, or by Deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses, or the lien under the Long-Term Lease, may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel or occupy said parcel, without the prior written approval of the said Board of Directors or Management Firm. The provisions of Section A. and B., No. 1-5, of this Article XI, shall apply to such Institutional First Mortgagee or the Lessor under the Long-Term Lease, or acquirer of title, as afordescribed in this paragraph.

* * * * *

WITNESS my signature hereto this 2ND day of DEC., 2015, at West Palm Beach, Palm Beach County, Florida.

CHATHAM I CONDOMINIUM ASSOCIATION,
INC.

Coralie Oliveira

Witness

CORALIE OLIVEIRA

(PRINT NAME)

By: Sohy Jacoba
President

John Masseria

Witness

JOHN MASSERIA

(PRINT NAME)

Attest Deene M. O'Leary
Secretary ~~TREASURER~~

[Notary page to follow]

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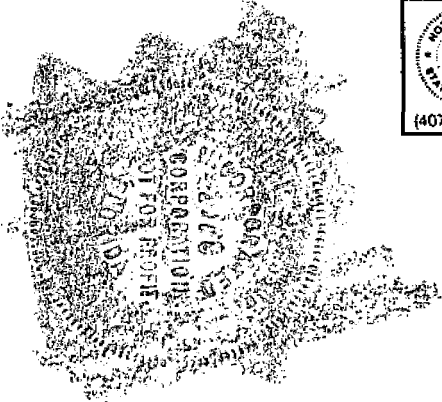
STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 2nd day of DECEMBER 2015, by TOBY JACOBS and KENNE GLEARY, as PRES. and TREASURER, respectively, of **Chatham I Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced C/IDs as identification and did take an oath.

Ronald E. Massa (Signature)

Ronald E. Massa (Print Name)

Notary Public, State of Florida at Large



NO A CERTIFIED COPY