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THIS INSTRUMENT PREPARED BY:  
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West Palm Beach, FL 33401  
561-653-2900

## CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF CHATHAM J CONDOMINIUM ASSOCIATION, INC.

WHEREAS the Declaration of Condominium of Chatham J is recorded in Public Records of Palm Beach County, Florida in Official Records Book 2199, Page 973 et seq.; and

WHEREAS, at a duly called and noticed meeting of the membership of Chatham J Condominium Association, Inc., a Florida not-for-profit corporation, held on February 25, 2017, the aforementioned Declaration was amended pursuant to the provisions thereof.

NOW THEREFORE, the undersigned hereby certify that the amendment to the Declaration attached hereto are a true and correct copy of the amendments approved by the membership.

IN WITNESS WHEREOF, CHATHAM J CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinafter expressed on this 14 day of MARCH, 2017.

WITNESSES:

Eva Sehnial Witness  
Print Name: EVA SEHNIAL

Roger Horta Witness  
Print Name: ROGER HORTA

CHATHAM J CONDOMINIUM ASSOCIATION, INC.

By: Christopher Henderson  
Christopher Henderson, President

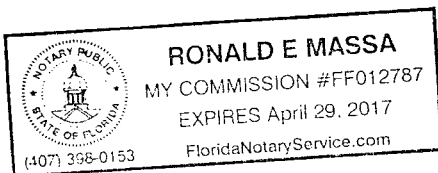
By: Marie Lanoue  
Marie Lanoue, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14 day of MARCH, 2017 by Christopher Henderson, President and Marie Lanoue, Secretary of Chatham J Condominium, Inc. who are personally known to me or who has/have produced CV/IDS as identification.

Ronald E Massa (SEAL)  
Notary Public Signature - State of Florida At Large

Ronald E Massa  
Printed Name of Notary Public  
My Commission Expires:



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

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

1. Amendment to the first paragraph of Article XI.A of the Declaration of Condominium:

**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. Notwithstanding anything in this Declaration or the Articles of Incorporation or By-Laws of the Association to the contrary, in no event shall any unit owner and/or the owner's spouse, and/or any entity such parties own or have a controlling interest in (such as, without limitation, the trustee of a trust, managing member of a limited liability company, general partner of a partnership or officer or controlling shareholder of a corporation), own, or have any ownership interest in or to more than two (2) units in the aggregate. The foregoing limitation on the number of units that may be owned shall not apply to the Association, no matter how it acquires any unit, or any mortgagee that acquires a unit by foreclosure or deed in lieu of foreclosure.

2. Amendment to the second paragraph of Article XI.A of the Declaration of Condominium:

Should a unit owner wish to sell, lease or rent his Condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), he shall, before accepting any offer to purchase, sell or lease, or rent, his Condominium parcel, deliver to the Board of Directors of the Association, a written notice containing the executed lease or purchase agreement and 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, and such other information (to be requested within five business 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.

Notwithstanding anything in this Declaration or the Articles of Incorporation or the By-Laws of the Association to the contrary, a unit owner must own a unit for two (2) years before the unit may be leased and if an owner acquires a unit subject to a lease such two (2) year period shall commence upon the expiration or termination of the lease and the lease shall not be renewed or extended. The aforesaid restriction against leasing a unit during the initial two (2) years of ownership shall not be applicable to units owned by the Association or units acquired by devise or inheritance as a result of the death of a unit owner.

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 deemed 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 unit as it desires, and for such period of time as it desires, in compliance with the provisions of this Article XI.

3. Amendment to Article XI.B.1 of the Declaration of Condominium:

B. MORTGAGE AND OTHER ALIENATION OF UNITS

1. A unit owner may not mortgage his unit, 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 conditioned upon the mortgage holder subordinating the mortgage behind the Association's lien rights for unpaid assessments or 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. The amount of a first mortgage against a unit, whether the mortgagee is an Institutional Mortgagee or another approved first mortgagee, may not be increased without the prior written approval of the Board of Directors of the Association which approval may be withheld or denied in the Board's sole and absolute discretion.

NOT A CERTIFIED COPY