

This instrument was prepared by:  
**Mark D. Friedman, Esq.**  
Becker & Poliakoff, P.A.  
625 North Flagler Drive – 7<sup>th</sup> Floor  
West Palm Beach, FL 33401

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

---

WHEREAS, the **Declaration of Condominium for Chatham L Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2191** at Page **583**; and

WHEREAS, the **Amended and Restated Declaration of Condominium for Chatham L Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **30049** at Page **559**; and

WHEREAS, the aforementioned **Amended and Restated Declaration of Condominium** was amended pursuant to the provisions of said **Amended and Restated Declaration of Condominium** by written consent in accordance with Section 617.0701 Florida Statutes, and Article 6, Section 6.1, of the **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 L CONDOMINIUM**

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

\* \* \*

16. **OCCUPANCY AND USE RESTRICTIONS.** In order to provide for congenial occupancy of the Condominium 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:

\* \* \*

#### 16.10 Limitations on Ownership.

- (a) Ownership in Condominium Units shall only be by natural persons except as noted herein. No ownership or possessory interest in a Unit may be conveyed, leased or otherwise transferred to a corporation, partnership, limited liability company or other entity of any kind except for trustees of trusts formed for the purpose of estate or financial planning. This provision is not applicable to the acquisition of Units by the Association or foreclosing lienholders. 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. No person or permitted entity (other than the Association or a Mortgagee taking title by foreclosure or deed in lieu of foreclosure) may own or have any ownership interest, directly or indirectly, jointly or individually, in more than one (1) Unit in the Condominiums operated by the Association including, without limitation, individually, jointly or through his or her spouse or domestic partner, a "straw man" or otherwise or a corporate entity as a partner, officer, director, shareholder, trustee, beneficiary or employee of any partnership, corporation, company, trust or any type of entity owning any ownership interest in or to a Unit. Such additional transfers shall be considered void. The Board of Directors may make a short-term exception to the foregoing limitation on the number of units one may own under the following circumstances: a second unit is being purchased in this Condominium while the previously-owned unit is being sold. The previously-owned unit must be sold within 90 days of taking title of the second unit and, if not sold within 90 days may not be leased or rented and guests may not occupy the unit. If the previously-owned unit is not purchased within 180 days of the date that the second unit was purchased this will be a violation of this paragraph and the Unit owner will be in violation of the Declaration of Condominium. The Association reserves the right under such circumstances to seek injunctive relief from the Circuit Court to enforce the ownership limitations including but not limited to asking the Circuit Court to set aside the deed to the newly acquired unit. Notwithstanding the foregoing, the Board may make an exception temporarily and for a specified period, if the Unit Owner is purchasing another unit in this Condominium to live in. The Unit owner will then

have 180 days from the date of the Board's approval within which to list and sell one of the two (2) units.

(b) Notwithstanding the foregoing or anything to the contrary in this Declaration of Condominium, the following types of transactions are not permitted:

(i) Purchase by anyone who maintains the title in the Unit in his/her/their own name(s) but will not live in the Unit himself / herself / themselves, including but not limited to persons purchasing units for parents, in-laws, grandparents, or others to reside in.

(ii) Life Estates are permitted as long as the life estate holder will be residing in the Unit. The life tenant holder shall be the only Member from such Unit, and occupancy of the Unit shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life estate holder shall be liable for all Assessments and Charges against the Unit. Any vote, consent or approval required by the Condominium Documents or law will be given by the life estate holder(s) alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one (1) life estate holder, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

(iii) Trusts are permitted but only if the Trustee who has the voting rights for the Unit is going to live in the Unit.

\* \* \* \* \*

*[Signature page to follow]*

WITNESS my signature hereto this 12 day of JANUARY, <sup>2024</sup>~~2023~~, at West Palm Beach, Palm Beach County, Florida.

**CHATHAM L CONDOMINIUM ASSOCIATION, INC.**

Margaret A. Whitney  
Witness

MARGARET A. WHITNEY  
(PRINT NAME)

By: Michael Saxon

Print Name: Michael Saxon, President

Fausto Fabro  
Witness

FAUSTO FABRO  
(PRINT NAME)

Attest Myles Whitney

Print Name: Myles Whitney, Secretary

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 12 day of JANUARY, 2024, by Michael Saxon and Myles Whitney, as President and Secretary, respectively, of **Chatham L 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.

Donald Foster (Signature)

Donald Foster (Print Name)  
Notary Public, State of Florida at Large

