



RETURN TO:
Frank Cornish
262 Chatham M
 CENTURY VILLAGE
 WEST PALM BEACH, FL 33417

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 OR BK 23747 PG 1814
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 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1814 - 1817; (4pgs)

**CERTIFICATE OF AMENDMENT TO THE
 DECLARATION OF CONDOMINIUM OF CHATHAM M CONDOMINIUM
 AND BYLAWS FOR
 CHATHAM M CONDOMINIUM ASSOCIATION, INC.**

as amended in ORB 6821; Page 610
 as amended in ORB 9258; Page 1468
 as amended in ORB 5993; Page 817
 as amended in ORB 15040; Page 289
 as amended in ORB 11724; Page 713
 as amended in ORB 7130; Page 584
 as amended in ORB 9272; Page 1811

WHEREAS, the Declaration of Condominium and Bylaws for Chatham M Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 2212, at Page 626; and

WHEREAS, the Bylaws for Chatham M Condominium are attached as an Exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Chatham M Condominium Association, Inc., a Florida not-for-profit corporation, held on February 20th, 2010, the aforementioned Declaration of Condominium and Bylaws were amended pursuant to the provisions of said Declaration and Bylaws.

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

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

(Additions shown by "underlining", deletions shown by "strikeout", unaffected text indicated by "...")

Article VI of of Declaration, "COMMON EXPENSE AND COMMON SURPLUS", is hereby amended as follows: . . .

Common expenses shall also include reasonable transportation services, insurance for officers and directors, road maintenance and operation expenses, ambulance, cable television, and security services which are reasonably related to the general benefit of the unit owners even when such services and expenses are not attached to or part of the common elements of the Condominium.

. . .

Article XI of the Declaration, "PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS", is hereby amended as follows:

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

The Board of Administration of the Association, within ~~ten (10)~~ thirty (30) days after

receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to or reject 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), ~~designate the Association, or the Association may designate one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors of the Association, who are willing to purchase, lease or rent upon the same terms as specified in the unit owner's notice, or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not 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. Provided, however, no unit may be rented or leased for a twenty-four (24) month period following the closing date of the sale of that unit. Any renting or leasing of a unit after said twenty-four (24) month period shall be restricted as further provided in this Declaration.

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 herein defined. Any mortgage may not exceed eighty per cent (80%) of the sale amount, unless arrangements are made to provide an amount into an escrow account and for the period of time necessitated, as determined by the Board, until the maximum eighty per cent (80%) loan to value has been achieved. The funds in this escrow account will in no event be applied to any regular or special assessments, delinquent or otherwise.

Article XIII of the Declaration, "USE AND OCCUPANCY" is hereby amended as follows:

The owner of a unit shall occupy and use his apartment unit as a single family private dwelling, for himself and the adult members of his family, and his social guests while he is residing, who may visit for 30 days per year, and for no other purpose. Only the owner's immediate family may occupy the unit in the owner's absence, with prior approval of the Board of Directors.

...

No animals or pets of any kind shall be kept in any unit, or on any property of the Condominium except specially trained service animals for handicapped residents who are hearing or sight impaired; with the written consent and subject to the Rules and Regulations adopted for the keeping of said pets, by the Board of Directors; provided that they are not kept, bred or maintained for any commercial purposes, and further provided that such house pets causing or creating a nuisance or unreasonable disturbance, shall be permanently removed from the property subject to these restrictions, upon three (3) days written notice from the Board of Directors of the Association. Any unit which is keeping pets as of the effective date of this amendment will be permitted to retain the pets until the pets become deceased, and thereafter are bound by the provisions of this amendment.

AMENDMENT TO THE BYLAWS OF CHATHAM M CONDOMINIUM ASSOCIATION, INC.

(Additions shown by "underlining" deletions shown by "strikeout", unaffected text indicated by "...")

Article II of the Bylaws, "MEMBERSHIP AND VOTING PROVISIONS", is hereby

amended as follows:

...

Section 1. Any application for the transfer of membership, or for a conveyance in the interest in, or to encumber or lease a condominium parcel where the approval of the Board of Directors of the Association is required as set forth in these Bylaws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in the amount to be set ~~by the Management Firm, as long as a Management Agreement remains in effect, and thereafter~~ by the Board of Directors to cover the cost of contacting the references given by the applicant, and other such costs of investigation that may be incurred, not to exceed \$100.00 per family or entity. Provided, however, no fee shall be charged for the renewal of a lease. . . .

Article IV of the Bylaws, "Directors" is hereby amended as follows:

Section 1. ~~Election, Number, Term and Qualifications.~~ The affairs of the Association shall be governed by a Board of Directors composed of ~~not less than five (5) and not more than seven (7)~~ persons as provided in the Articles of Incorporation if applicable. The term of each Director's service shall extend until the next annual meeting of the members and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. Notwithstanding any other provision contained in these Bylaws, as amended, or in the Declaration of Condominium, as amended, all Directors shall be members of the Association. ~~The Board members shall be elected by the unit owners at the annual meeting under alternate election procedures of Section 718.112 of the Condominium Act as follows:~~

~~a. All unit owners wishing to run for the Board must submit a written request to the Secretary at least 30 days prior to the annual meeting.~~

~~b. At least 14 days prior to the annual meeting the Secretary shall deliver to each unit owner the Notice of annual meeting and list the declared candidates for the board. Said notice shall include a general proxy form which will allow unit owners to vote by general proxy for the Board candidates and all other issues on the agenda. All proxies shall comply with Article II Section 4 of these Bylaws.~~

~~c. At the annual meeting further nominations for the Board may be made from the floor. The candidates receiving the highest number of votes for the Board vacancies shall be elected to the Board for one year. As an example, if seven persons run for the Board with five vacancies then unit owners shall vote for only five persons. Those five persons out of the seven candidates receiving the most votes shall be elected.~~

~~d. An annual meeting to elect the Board may not proceed without first establishing a quorum of at least 51% of the total voting interests in person and/or by proxy. If a quorum is not established the meeting may be adjourned not more than 60 days.~~

...

Section 5. "Disqualification and Resignation of Directors"

...

No member shall continue to serve on the Board or to serve as an officer should he be more than ~~thirty (30)~~ ninety (90) days delinquent in the payment of an assessment and said delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors.

Article V of the Bylaws, "Officers" is hereby amended as follows:

Section 1. ... Neither a non-owner nor a non-resident owner may be an officer of the Association. Notwithstanding any other provision contained in these Bylaws, as amended, or in the Declaration of Condominium, as amended, all officers shall be members of the Association, and any member of this Association who is not a resident within a unit contained in this Association may not be elected or appointed as an officer.

...

Article X of the Bylaws, "AMENDMENTS TO THE BY-LAWS", is hereby amended as follows:

The By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided: ...

(1) Notice of all meetings shall contain a statement of the proposed Amendment.

(2) The Amendment shall be approved by the affirmative vote of the voting members casting not less than ~~three-fourths (3/4)~~ fifty-one percent of those present in person or by proxy (provided a quorum is present); and ...

WITNESS my signature hereto this 15th day of MARCH 2010, at Palm Beach County, Florida.

Chatham M Condominium Association, Inc.

[Signature]

Witness
RONALD MASSA
(PRINT NAME)

By: [Signature], President

Attest: [Signature] TREASURER
(Title)

Natalie Hauptman

Witness
Natalie Hauptman
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :


The foregoing instrument was acknowledged before me this 15th day of MARCH, 2010, by FRANK S. GORDON, as President, and BETTIE LEE BUCKMAN as TREASURER (Title), of Chatham M Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are Personally Known X or have Produced Identification .

Type of Identification Produced: _____

[Signature] (Signature)

_____, (Print) NOTARY PUBLIC-STATE OF FLORIDA
Mary E. Patrick

Notary Public, State of Florida at Large
My Commission Expires:

 Commission # DD564033
Expires: JULY 08, 2010
BONDED THRU ATLANTIC BONDING CO., INC.
(SEAL)