

Prepared By:
Law Offices of Stabler and Baldwin
5405 Okeechobee Blvd., Ste. 202
West Palm Beach, FL 33417

**AMENDMENT TO THE DECLARATION
OF CONDOMINIUM AND BY-LAWS OF
CHATHAM O CONDOMINIUM ASSOCIATION, INC.**

As Recorded in Official Records Book 2219, page 723
Public Records of Palm Beach County, Florida:

As used herein (unless substantially reworded) the following shall apply:

- A. Words in the text which are ~~lined through~~ with hyphens indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis (...) appears in the text this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

We hereby certify that the following Amendments to the 1999 UCO Model Documents, Master Amendment recorded in Official Record Book 11019, Page 728, Public Records of Palm Beach County, Florida, which adopts the Master Declaration and By-Laws as recorded in Official Record Book 11019, Page 755, Public Records of Palm Beach County, Florida, were approved by not less than fifty one percent (51%) vote of the Membership at a duly called meeting on 7-20-18, 2018 to include the following inserts to the Master Amendment and Declaration:

SEE ATTACHED EXHIBIT

Witnesses as to President and Treasurer

Chatham O Condominium Association, Inc.

Maxine Fredricks

By: KATIA PRINTEZI
President Katia Printezi

Maxine Fredricks
Print

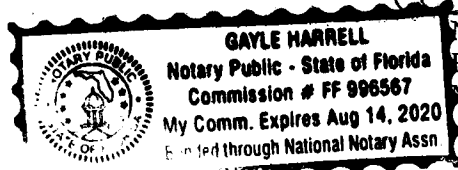
Rodrick L. Hughes

By: Felicia Hughes
Treasurer Felicia Hughes

Rodrick L. Hughes
Print

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was, acknowledged before me this 27th day of Sept, 2018 by Katia Printezi, President, and Felicia Hughes, Treasurer. The President () is personally known to me or () has produced FL Drivers Lic as identification and () did or () did not take an oath: the Treasurer () is personally known to me or () has produced _____ as identification and () did or () did not take an oath.



Gayle Harrell
Notary Public
Printed Notary Name: GAYLE HARRELL
My Commission Expires: 2020

XI

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

Article XI of the Declaration of Condominium is amended as follows:

A. SALE, RENTAL OR TRANSFER OF UNITS-

All tenants, purchasers, or transferees of a unit, or any interest in a unit, must be approved by the Association in writing as provided herein prior to sale, transfer, rental or lease of any interest in a unit.

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, transfer, rent or lease said unit without prior offer to the Association and approval by the Association, as required herein, 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, transferee, tenant or lessee.

Should a unit owner wish to sell, transfer, lease or rent his Condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto) or any interest thereto, he shall, ~~before transferring or accepting any offer to sell or lease, or rent his Condominium parcel~~, deliver to the Board of Directors of the Association, a written notice and application 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 days from receipt of such notice and application) 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 application 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 and application, 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), object to the sale, transfer, leasing or renting to the prospective purchaser, transferee, 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, transfer, rental or lease. Approval of the Association shall be withheld only if a majority of the whole Board so votes for good cause. Only the following may be deemed to constitute good cause for disapproval:

a) The person seeking approval (which shall include all proposed occupants) has been designated by a court as a sexual predator or sexual offender, or been convicted of a felony involving violence to persons or property.

b) The person seeking approval (which shall include all proposed occupants) has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

c) The application for approval on its face indicated that the person seeking approval (which shall include all proposed occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

d) The person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this Condominium as a tenant, unit owner or occupant of a unit; or

e) The transfer to the person seeking approval would result in that person, either singly, jointly or as a principal in a non-natural entity, owning more than two (2) units in the Condominium

f) The person seeking approval (which shall include all proposed occupants) failed to provide the information required to process the application in a timely manner.

g) All assessments, fines and other charges against the unit or the unit owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

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 application, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, transfer, lease or rent said interest pursuant thereto, to the prospective purchaser, transferee, or tenant named therein, within ninety (90) days after his notice and application 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, transferee, 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 the Article XI.

No lease of any unit shall be less than six (6) months and one day and no unit may be released more than once in a twelve (12) month period. 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

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 Officers of the Association or Management Firm.

2. No judicial sale of a unit, nor any interest therein, shall be valid unless:

(a) The sale is to a purchaser 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; or,

(b) The sale is a result of a public sale with open bidding.

3. Any sale or mortgage which is not authorized pursuant to the terms of the 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 immediate family (viz, spouse, children or parents.)~~

The phrase "sell", 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 Officer

of the Association of Management Firm, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee 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 in 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-~~ 4. Every purchaser 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-~~ 5. Special Provisions re Sale, Mortgaging or Other Alienation by certain Mortgagees, 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, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel, without prior offer to the Board of Directors of the Association or management Firm, and without the prior 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 be inapplicable

to such Institutional First Mortgagee, or the Lessor under the Long-Term Lease, or acquirer of title, as
aforedescribed in this paragraph.

NOT A CERTIFIED COPY

AMENDMENT TO CHATHAM O CONDOMINIUM ASSOCIATION, INC.

DECLARATION OF CONDOMINIUM

PARAGRAPH XIII- "USE AND OCUPANCY"

(This paragraph is a substantial rewording of the declaration and completely replaces the prior text of Paragraph XIII)

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 who occupy the unit permanently, and his social guests, and for no other purposes. No children under eighteen (18) years of age shall be permitted to reside in any of the units or rooms thereof in this condominium, except that children may be permitted to visit and temporarily reside for reasonable periods, not in excess of thirty (30) days, in any calendar year.

A "social guest" shall be defined as a person visiting an owner or lessee for no more than thirty (30) days per calendar year and who provides said owner or lessee no payment or consideration of any kind in exchange for the right to occupy the unit. A "tenant" shall be defined as a person who is paying any consideration for the right to occupy a unit, regardless of whether such consideration is monetary or other consideration, including, but not limited to, exchanging other rights or privileges, or paying maintenance fees or utilities.

No social guests may occupy a unit in excess of thirty (30) days in any calendar year. No social guests may occupy a unit unless an owner or lessee is present in the unit excluding occasional absences by the owner or lessee not in excess of twenty four (24) consecutive hours. Social guests may not occupy a unit where the owner or lessee is otherwise absent.

This Condominium shall be "housing for older persons," as such term is defined in the Federal Fair Housing Act. At least one permanent occupant must be age fifty-five (55) or older, with an exception for surviving spouses of owners or heirs who take title to a unit through inheritance provided, however, this exception shall apply only so long as eighty (80) percent of all units are occupied by a person fifty-five (55) years of age or older.

To demonstrate the intent by the Association to provide housing for persons fifty- five (55) years of age or older and inasmuch as this Association was designed as part of an adult community, it shall be required as of the effective date of this amendment that at least eighty (80) percent of the units must be occupied by at least one person fifty-five (55) years of age or older per unit. This Amendment shall include units under leaseholds, if any.

All prospective owners, lessees or occupants shall be notified of this restriction and must show proof of age.

In no event may more than three (3) persons occupy a one-bedroom unit and no more than four (4) persons may occupy a two-bedroom unit.

The owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise, nor shall the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

No animals or pets of any kind, with the exception of dog or cats (hereafter referred to as "permitted pets"), shall be kept in any unit, or on any property of the Condominium. An owner or lessee may have a maximum of two permitted pets not to exceed twenty (20) pounds in weight. Permitted pets are only allowed with the written consent of 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 permitted 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. Cats must kept indoors at all times and dogs must be curbed only at the rear of the Condominium property along the eastern boundary. Owners shall promptly remove all animal waste and shall properly dispose of said waste in plastic bags in the community dumpster.

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the buildings; nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their unit; nor shall they place any furniture or equipment outside their unit, except with the prior written consent of the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung anywhere except in such area as is designated by the Board of Directors. No laundry facilities or equipment shall be permitted in any unit.

No person shall use the common elements or any part thereof, or a Condominium unit, or the Condominium property and recreational facilities, or any part thereof, in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto, as from time to time may be promulgated by the Association. No person shall use the recreational facilities in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto as from time to time may be promulgated by the Lessor under the Long-Term Lease.

XIX

MISCELLANEOUS PROVISIONS

Article XIX, Paragraph H, of the Declaration of Condominium, "Miscellaneous Provisions" is amended as follows:

H. The "Remedy for Violation", provided for by Section 718.303 of the Condominium Act, as may be amended from time to time, shall be in full force and effect. In addition thereto, should the Association or the Management Firm, on behalf of the Association, or on its own behalf, find it necessary to bring a court action to bring about compliance with the law, this Declaration and Exhibits attached to this Declaration, upon a finding by the court that the violation complained of was committed, the unit owner so violating shall reimburse the management firm in the Association for reasonable attorney's fees incurred by it in bringing such action, as determined by the court. In addition to the above, the Association may enact fines as follows:

(a) Pursuant to Section 718.303 of the Florida Statute (The Condominium Act), the Association may impose fines not to exceed the maximum permissible by law against any Member or any Member's Tenant, Guest, or Invitee for the failure of the Owner of the Unit or its Occupant, Licensee, or Invitee to comply with any provision of the Governing Documents, and/or suspend, for a reasonable period of time, the right of a Member, or a Member's Tenant, Guest or Invitee, to use Common Areas and facilities for the failure of the Owner of the Unit or its Occupant, Licensee, or Invitee to comply with any provision of the Governing Documents.

(i) A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing. However, the fine may not exceed \$100.00 per violation, or \$1,000.00 in the aggregate, or the maximum allowed by F.S. as may be amended from time to time.

(ii) A suspension shall be levied and enforceable for a reasonable amount of time, as determined by the Board of Directors, and subject to the approval of the independent committee. This Section does not apply to that portion of Common Areas used to provide access or utility services to the Unit. A suspension may not impair the right of an Owner or Tenant of a Unit to have vehicular and pedestrian ingress to and egress from the Unit, including, but not limited to, the right to park.

(iii) The owner and, if applicable, the party against whom the fine and/or suspension is sought to be levied (if different from the Owner), shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days. Notice shall be effective when mailed by United States

Mail, certified, return receipt requested, to the address of the Member listed in the official records of the Association, and as to Tenants, to the mailing address for the Unit. Said notice shall include:

- A statement of the date, time and place of the hearing;
- A statement of the provisions of law or the Governing Documents which have allegedly been violated; and
- A short and plain statement of the matters asserted by the Association and suggested amount of fine or term and nature of suspension.

(iv) The owner and, if applicable, the party against whom the fine and/or suspension is sought to be levied (if different from the Owner), shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a committee of at least three (3) Members appointed by the Board who are not Officers, Directors, or employees of the Association, or who reside in a board member's household. If the Committee, by majority vote, does not approve the proposed fine and/or suspension, the fine and/or suspension may not be levied.

(v) Should the Association be required to initiate legal proceedings to collect a duly levied fine, or enforce a duly imposed suspension, the prevailing party shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. Members shall be jointly and severally liable for the payment of fines levied against and/or suspension imposed upon the Member's Tenant, Guest, or Invitee.

(b) Pursuant to Section 718.303(4) of the Act, the Association may suspend the voting rights of a Member and/or suspend the right of a Member, or the Member's Tenant, Guest or Invitee, to use Common Areas and facilities for the nonpayment of any monetary obligation due to the Association that is delinquent in excess of ninety (90) days. All suspensions imposed pursuant to this Section must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Owner and, if applicable, the Unit's Occupant, Licensee, or Invitee by mail or hand delivery. This Section does not apply to that portion of Common Areas used to provide access or utility services to the Unit. A suspension may not impair the right of an Owner or Tenant of a Unit to have vehicular and pedestrian ingress to and egress from the Unit, including, but not limited to, the right to park. The suspension ends upon full payment of all obligations currently due or overdue to the Association.