



RETURN TO:
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CFN 20100090490
 OR BK 23733 PG 1629
 RECORDED 03/10/2010 09:56:15
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1629 - 1633; (5pgs)

**CERTIFICATE OF AMENDMENT TO THE
 DECLARATION OF CONDOMINIUM AND BYLAWS FOR
 CHATHAM U CONDOMINIUM**

WHEREAS, the Declaration of Condominium and Bylaws for Chatham U Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 2219, at Page 861; and

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

WHEREAS, at a duly called and noticed meeting of the membership of Chatham U Condominium Association, Inc., a Florida not-for-profit corporation, held on January 21st, 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 U CONDOMINIUM**

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

Article I of the Declaration, "Submission Statement", is hereby amended as follows:

B. Association means ~~an unincorporated Association~~ Chatham U Condominium Association, Inc., whose name appears at the end of this Declaration of Condominium a Florida corporation not for profit, being the entity responsible for the operation of the Condominium.

G. Condominium Act means and refers to the Condominium Act of the State of Florida (F.S. 711 Et Seq) Ch. 718 as the same may be amended from time to time.

S. Unless the context otherwise requires, all other terms in this Declaration shall be assumed to have the meaning attributed to said term by ~~Section 3 of~~ the Condominium Act. Ch. 718.103 F.S.

U. Management Agreement means and refers to ~~that certain Agreement attached to this Declaration and made a part hereof~~ any agreement pursuant to Section 718.3025 F.S. which provides for the management of the Condominium property.

V. Management Firm means and refers to ~~VILLAGE MANAGEMENT, INC., a Florida Corporation, its successors and assigns, said Firm~~ any firm licensed under Part VIII, Chapter 468 F.S. being responsible for the Condominium property, as provided in the Agreement attached to this Declaration and referred to in Paragraph U. above Section 718.3025 F.S. Use of the term "Management Firm or Association" or similar phrases shall mean the Management Firm's action if a Management Agreement is in effect and shall mean the Association action if no Management Agreement is in effect.

...

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 VII of the Declaration, "METHOD of AMENDMENT DECLARATION", is hereby amended as follows:

This Declaration may be amended at any regular or special meeting of this condominium, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than ~~three-fourths (3/4ths)~~ two-thirds (2/3) of the total vote of the members of the Association: those present in person or by proxy provided a quorum is present. . . .

Article IX, Section F, of the Declaration of Condominium is hereby repealed. (This entire section is deleted and repealed; (see Article IX, Section F, for present text.)

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 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 to the unit owner. However, the Association shall not unreasonably withhold its consent to any prospective sale, rental or lease. If good cause exists for the Association to disapprove a proposed sale or lease, Association shall not be obligated to provide a substitute purchaser or lessee.

~~The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors within which to make a binding offer to buy, lease or rent upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s), or failure of such person(s) to make such offer within fourteen (14) day period or 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 sub-leasing or sub-renting of a unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting the unit prohibited. The Association or Management Firm, shall have the right to require that a substantially uniform form of Lease or Sub-lease be used, or in the alternative, the Board of Directors' approval of the Lease or Sub-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 may must designate the occupants of the unit as it desires, and for such period of time as it desires, without in compliance with the provisions of Section A of this Article XI. ~~The foregoing shall not be deemed an assignment or sub-leasing of a unit, and shall be deemed to be in compliance with the provisions of the first paragraph of Article VIII of this Declaration.~~~~

.....

No lease of any unit shall be less than twelve (12) months and no unit may be leased 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.

In no event may any person or entity (except for the Association acquiring a unit in any manner, or an institutional mortgagee acquiring a unit through foreclosure or deed in lieu of foreclosure) own or have any ownership interest (legal or equitable) in more than two (2) units in the Condominium, including, without limitation, individually, jointly or 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.

The following Amendment to Article XI of the original Declaration "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Condominium Units", Paragraph A, recorded on February 25, 1994 in Official Records of Palm Beach County, ORB 8138, at Page 1201, is hereby deleted and repealed in its entirety as follows:

"Each unit owner shall use his or her unit as a private dwelling for himself or herself and his or her immediate family, and for no other purpose, including business purposes. Therefore, the leasing of apartments to others as a regular practice for business, speculative investment, or other similar purposes is not permitted. To meet special situations and 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 period of not less than four consecutive months. No unit may be leased more than once in a twelve 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 Management Firm, and said approval, if granted, shall be in recordable form, executed by two Officers of the Association or Management Firm.

2. ~~No~~ After judicial sale of a unit, ~~nor~~ or any interest therein, through foreclosure or any other judicial process, shall be valid unless: (a) The sale is to a 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. or, (b) The sale is a result of public sale with open biddings.

...

6. Special Provision re Sale, Leasing, Mortgaging, or Other Alienation by certain Mortgagees and Developer, and the Management firm:

(a) An Institutional First Mortgagee holding a mortgage on a Condominium parcel, or the Management Firm, 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~~ 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 prior offer to the Board of Directors or Management Firm, and 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 ~~be inapplicable~~ apply to such Institutional First Mortgagee, or the Management Firm, and without the prior written approval of the ~~said~~ Board of Directors or Management Firm, or the Lessor under the Long-Term Lease, or acquirer of title, as aforescribed in this paragraph.

(b) and (c) Deleted in their Entirety.

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 adult children may occupy the unit in the owner's absence, with prior approval of the Board of Directors.

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

Article XIV, "MAINTENANCE AND ALTERATIONS" is hereby amended as follows:

B. There shall be no alterations or additions to the common elements or limited common elements of

this condominium, where the cost thereof is in excess of ten percent (10%) of the annual budget of this Condominium for common expenses, as to this Condominium, and this Condominium's share of the common expenses as to the recreational facilities under the Long-Term Lease hereinafter referred to, except as authorized by the Board of Directors and approved by not less than ~~seventy-five percent (75%)~~ sixty-six and two-thirds percent (66-2/3%) of the unit owners of this Condominium; provided, the aforesaid alterations and additions do not prejudice the right of any unit owner unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alterations or additions, as aforescribed – i.e., as to the common elements or limited common elements of the Condominium are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations and additions shall be assessed against and collected solely from the unit owner(s) exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owner requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and approved by not less than ~~seventy-five percent (75%)~~ sixty-six and two-thirds percent (66-2/3%) of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten (10) or less, the approval of all but one shall be required.

...

AMENDMENTS TO THE BYLAWS
OF
CHATHAM U CONDOMINIUM ASSOCIATION, INC

(Additions shown by “underlining”, deletions shown by “~~strikeout~~”, unaffected text indicated by “. . .”)

Article I of the Bylaws, “IDENTITY”, is hereby amended as follows:

...

The Association ~~whose name appears at the end of this instrument is an unincorporated Association,~~ shall be Chatham U Condominium Association, Inc., which is organized and existing pursuant to Florida statute 711.121 Et. Seq., Chapters 617 and 718, Florida Statutes, for the purpose of administering the aforesaid Condominium.

...

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. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of ~~such number of persons as equal the condominium units the Condominium created by virtue of the Declaration of Condominium to which these By-Laws are attached. It is the general intention of the Association to have as a Director a unit owner from each unit. All Directors shall be members of the Association, provided however, that until one of the events in Article III, Section 6 of these By-Laws first occurs, all Directors shall be designated by the Developer and need not be members. All Officers of a Corporate unit owner shall be deemed to be members of the Association so as to qualify as a Director herein.~~ five (5) 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. ~~The first Board of Directors may be three (3) in number, not withstanding the proviso herein before set forth.~~ 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. . . .

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)~~ two-thirds (2/3) of those present in person or by proxy (provided a quorum is present) of the ~~total votes of the~~ unit owners; and ...

WITNESS my signature hereto this 4th day of March, 2010, at Palm Beach County, Florida.

Chatham U Condominium Association, Inc.

Idele Busharkin
Witness

Idele BUSHARKIN
(PRINT NAME)

By: Nancy J. Scheibel, President

Nancy J. Scheibel (Print Name)

Attest: Lillian Ervin Secretary

LILLIAN ERVIN (Print Name)

Sonia Goldberg
Witness

SONIA GOLDBERG
(PRINT NAME)


STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 4th day of March, 2010, by Nancy Scheibel, as President, and Lillian Ervin, as SECRETARY (Title), of Chatham U Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are Personally Known or have Produced Identification X.

Type of Identification Produced: C.V.I.D.

Edith Levine, (Signature)

 EDITH LEVINE
MY COMMISSION # DD897634
EXPIRES June 09, 2013

Notary Public, State of Florida at Large

My Commission Expires:

(SEAL)