

This instrument was prepared by
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(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
DORCHESTER A CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Dorchester A Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **1979** at Page **1374**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Dorchester A Condominium Association, Inc.**, a Florida not-for-profit corporation, held **June 29, 2016**, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration of Condominium.

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

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
DORCHESTER A CONDOMINIUM**

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

ARTICLE 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.~~

1. In the event any unit owner wishes to sell his unit, the Association shall have the option to purchase said unit, upon the same conditions as are offered by the unit owner to a third person or to screen the prospective purchaser and to approve or disapprove the prospective purchaser in the manner outlined herein below. Any attempt to sell said unit without following the guidelines provided in this Article XI ~~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.

2. The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void:

(a) All sales of units except judicial sales conducted pursuant to a judgment of foreclosure held by an Institutional First Mortgagee encumbering a unit or by an Institutional Mortgagee accepting a deed in lieu of foreclosure or public sales conducted by the Palm Beach County Tax Collector resulting from the failure to pay real property taxes.

(b) All transfers by lease.

(c) All transfers by gift.

(d) All transfers by devise or inheritance.

(e) Any other transfer of title to or possession of a Unit.

(f) All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by the Condominium Act.

(g) All transfers by lease may be conditioned upon the posting of a security deposit not to exceed the maximum amount permitted by the Condominium Act.

3. Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, the Letters of Administration issued to a deceased owner's Personal Representative in the event of a transfer by devise, a copy of the lease in the case of a lease, and a copy of any other documentation pertaining to a proposed transfer and the proposed transferee(s) and all intended occupants as the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed transferee(s) and any other intended occupants of the unit (which may, at the Board's sole discretion, be conducted in person or via real time videoconferencing, internet-enabled video-conferencing, or similar electronic or video communication), and such other and further information about the intended transferees or occupants as the Association may reasonably require. The Association will conduct background investigations and screen all prospective purchasers, tenants, and occupants of a unit, with such screening being conducted by the Association, the United Civic Organization ("UCO"), or a third-party screening company hired by either the Association or UCO. Such background investigations will include, but are not limited to criminal, financial, employment, previous housing, and credit background checks. No additional occupants, other than those submitted for screening at the time the notice to the Association is provided pursuant to this section, will be approved for residency at the Condominium operated by the Association until the sales transaction has closed. All additional occupants

subsequent to the initial approval must also be submitted to the screening process. Should a unit owner wish to sell 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 his Condominium Parcel, deliver to the Board of Directors of the Association, a written notice containing 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 is to be made, three Bank references and five individual references local, if possible, and such other information (to be requested within five days of 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.

4. 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), object to the transfer 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 transfer.

(a) If good cause exists for the Association to disapprove a proposed sale, lease, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase, rent or lease the unit. Good cause shall be defined to include the following:

(i) The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because of the restrictions on occupancy or ownership set forth in this Declaration; or

(ii) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony or misdemeanor involving violence to persons at any time or has been convicted of any other felony within the ten (10) years preceding the date of application; or

(iii) For transfers by sale, the person seeking approval intends to purchase the unit without paying at least twenty percent (20%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the unit with a loan to value ratio (based upon the bona fide sale price) in excess of eighty percent (80%) [The provisions of this paragraph (iii) shall not apply to United States military personnel or veterans obtaining loans from the United States Department of Veterans Affairs or similar government agencies, their successors or assigns, which exceed the maximum percentages in this paragraph]; or

(iv) The applicant takes possession of the unit prior to approval by the Association as provided for herein; or

(v) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this Condominium or any other condominium or homeowners associations as a lessee, guest, owner or occupant of a unit; or

(vi) The prospective purchaser(s) already own(s) one (1) unit at the Condominium and the transfer would violate Article XI, Section B(4) of this Declaration; or

(vii) The prospective transferees (or one of the prospective transferees, if there is more than one transferee) have:

(a) a history of financial problems or financial irresponsibility as demonstrated by:

(i) a bankruptcy, foreclosure or short sale within the seven (7) years prior to submitting the application to this Condominium; and/or

(ii) one or more of the prospective transferees have, either individually or combined, a history of six (6) or more instances on his or her (or their combined) credit report(s) when creditors advised the credit bureau, in the twelve (12) months prior to the submission of their application to the Association, that the account was paid (30) days or more past the due date established for that account.

(vii) The applicant fails to comply with the requirements of Section A(3) of this Article XI.

5. 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 transfer said interest pursuant thereto, to the prospective purchaser transferee named therein, within ninety (90) days after his notice was given.

6. 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. 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.

7. The leasing of units. Each owner shall use such apartment 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 apartment to others is not permitted. To meet special situations and to 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 (4) consecutive months. No unit may be leased more than once in a twelve (12) month period.

8. All unit owners of record on the date that this amendment became effective will continue to have the right to lease their unit. Such unit owners' right to lease their unit will be considered to be "grandfathered" into these Declarations of Condominium. All notices, conditions, requirements or obligation of either the unit owner, lessee, Management Firm, Board of Directors, or Officers of the Association, as detailed above in relation to the sale of units apply to all leases allowed under this Article. The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations regarding the sale or leasing of units, including application fees, move in/move out fees and other administrative fees. No individual rooms may be rented, and no transient tenants may be accommodated.

The right to lease one's unit pursuant to this amendment terminates upon the transfer of ownership in the property.

B. MORTGAGE AND OTHER ALIENATION OF UNITS.

* * *

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.)~~ 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 two (2) units in the Condominium operated by the Association including, without limitation, individually, jointly or through his or her spouse or domestic partner, a "straw man", or otherwise or an 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.

* * *

XIII USE AND OCCUPANCY

~~No children under fifteen (15) 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 30 days, in any calendar year.~~

Housing for Older Persons:

~~This Condominium shall be "housing for older persons" as such term is defined in the Federal Fair Housing Amendment Act of 1988.~~

~~To demonstrate an 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 (1) person fifty-five (55) years of age or older per unit. This amendment shall include units under leasehold, if any.~~

~~The Board, upon application and review, may grant exceptions to occupancy and allow a limited number of persons under the age of fifty-five (55) years to occupy units within the condominium when the Board finds undue hardship to the applicant.~~

~~All prospective owners, lessees or occupants shall be notified of this restriction and must show proof of age. This restriction and its enforcement is not an admission that the condominium in any way engages in interstate commerce or is in any way subject to Federal laws on housing.~~

Dorchester A Condominium is intended as housing for older persons. Accordingly, the members of the Association wish to operate as housing for older persons as that term is used and defined in the applicable Federal and State Fair Housing laws. Accordingly, all units shall be held for occupancy by persons fifty-five (55) years of age or older, subject to the exceptions noted below, and no permanent occupancy by persons under the age of eighteen (18) shall be permitted. The term occupancy shall have the meaning ascribed in the applicable Federal and State Fair Housing laws and the rules promulgated pursuant thereto. No occupancy shall be permitted by individuals between the ages of eighteen (18) and fifty-four (54), inclusive, unless the unit is also occupied by at least one person fifty-five (55) years of age or older. Persons under eighteen (18) years of age may visit and occupy a unit as a guest, but no unit may be occupied by persons under eighteen (18) years of age for more than sixty (60) days cumulatively for all such visits in a calendar year. Accordingly, the Board shall not approve any proposed transfer to persons who do not intend to hold the unit out for occupancy by persons fifty-five (55) years of age and older or to persons who intend to occupy the unit without at least one occupant who is fifty-five (55) year of age or older. The Board may permit sales where the title holders will not include at least one person fifty-five (55) years of age or older on the condition that all purchasers verify in writing in a form acceptable to the Association that they intend to hold the unit out for occupancy by persons fifty-five (55) years

of age or older or intend to occupy the unit with at least one person fifty-five (55) years of age or older in occupancy with them at all times. The only exceptions where occupancy by persons between the ages of eighteen (18) and fifty-four (54), inclusive, will be permitted without at least one person fifty-five (55) years of age or older are the surviving spouse of a deceased member if the surviving spouse is between eighteen (18) years of age and fifty-four (54) years of age, inclusive, and the surviving children of a deceased member if surviving children are between eighteen (18) years of age and fifty-four (54) years of age, inclusive, if the surviving children were residing in the unit with the fifty-five (55) years of age or over unit owner prior to his or her death. The foregoing exceptions will only be permitted if the resulting occupancy levels will remain at least eighty (80%) percent as provided below or as required by applicable law, as amended from time to time.

The Board of Directors shall establish policies and procedures for the purpose of assuring that the Board implements the intent of this provision in connection with the screening of sales, leases and all other transfers pursuant to this Declaration and for the purpose of assuring that all of the occupied units in Dorchester A Condominium operated by the Association are occupied by at least one person fifty-five (55) years of age or older as provided above. The Board of Directors shall take all reasonable steps to insure that the community's status as housing for older persons is preserved and protected. A census will be conducted as often as and in the manner required by applicable law.

* * *

~~No animals or pets of any kind shall be kept in any unit, or on any property of the Condominium, except with the written consent of and subject to the Rules and Regulations 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 disturbances 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.~~

No pets, livestock, wildlife or animals or any kind or description may be kept or harbored on the Condominium property or in any unit at any time except as permitted herein and subject to the rules and regulations adopted by the Board of Directors from time to time. An owner may bring, harbor, or keep no more than two (2) dogs or two (2) indoor cats, or one (1) dog and one (1) cat in the Condominium Unit. No dog or cat may exceed twenty (20) pounds at maturity. In addition to and not in lieu of the foregoing, an owner and may bring, harbor or keep birds in a cage or fish in a tank, provided that the size of the tank may not exceed five (5) gallons. No tenant, guest, invitee or visitor of an owner or approved tenant may bring a pet onto the Condominium property at any time. In addition to the foregoing, the Board may make and amend rules from time to time to impose further restrictions on the keeping and handling of pets on the Condominium property including but not limited to limitations on the breeds which may be kept on the Condominium Property. Permission to have a pet on the Condominium property may be revoked for any violation of the requirements of this provision or the rules adopted by the Board and should any pet on the Condominium property become a nuisance by creating excessive levels of noise,

destruction or property, or otherwise, or show dangerous propensities by lunging at, attacking, or biting other pets or animals or persons on the Condominium Property, the Board may demand the removal of the pet or animal on three (3) days' written notice.

* * * * *

WITNESS my signature hereto this 6 day of July, 2016, at West Palm Beach, Palm Beach County, Florida.

**DORCHESTER A CONDOMINIUM
ASSOCIATION, INC.**

[Signature]
Witness
William J. Sawyer
(PRINT NAME)

By: [Signature]
Joseph L. Gordenich President

[Signature]
Witness
Erin H. Hick
(PRINT NAME)

Attest: [Signature]
Luz C. Veldhuizen Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 6TH day of July, 2016, by JOSEPH GORDENICH and Luz C. Veldhuizen, as PRES. and SECRETARY, respectively, of **Dorchester A Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced CV/IDs as identification and did take an oath.

[Signature] (Signature)
RONALD E MASSA (Print Name)
Notary Public, State of Florida at Large

