

This Instrument Prepared By:  
ROD TENNYSON, ESQ.  
1450 Centrepark Blvd  
Suite 100  
West Palm Beach, FL 33401

05/03/2003 11:14:04 20030253258  
OR BK 15164 PG 1066  
Palm Beach County, Florida

**AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM AND BY-LAWS OF  
Dorchester H CONDOMINIUM**

As Recorded in Official Records Book 1980, Page 659  
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 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 in excess of 75% vote of the Membership at a duly called meeting on APRIL 11, 2003 to include the following inserts to the Master Amendment and Declaration:

1. The Association: (choose one) ☒ shall ☐ shall not be incorporated.
2. There is no "Pool Area" as described in Articles XIV and XIX of the Master Declaration.
3. See attached exhibit.

Dorchester H Condominium Association, Inc.

By: Donald P. Lutz

President

Attest: Maryrose Castellano

Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

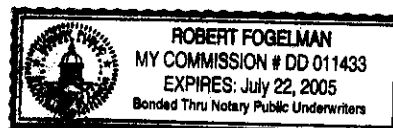
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of APRIL, 2003, by DONALD LUTZ, President, and MARYROSE CASTELLANO Secretary. Both are personally known to me and [ ] did or [ ] did not take an oath. The President (please check one of the following) [ 4 is personally known to me or [ ] has produced \_\_\_\_\_ (type of identification) as identification and (please check one of the following) [ ] did or [ 4 ] did not take an oath; the Secretary (please check one of the following) [ 4 is personally known to me or [ ] has produced \_\_\_\_\_ (type of identification) as identification and (please check one of the following) [ ] did or [ 4 ] did not take an oath.

Robert Fogelman  
Notary Public

ROBERT FOGELMAN  
Printed Notary Name

My Commission Expires: 7-22-05

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# 1999 UCO Model Documents

## Exhibit to Amendment to the Declaration and By-Laws for Dorchester H Condominium

**Those portions of the Declaration and By-Laws which are listed below constitute changes and deviations from the 1999 UCO Model Documents passed by the membership with the Model Documents:**

**1. Article XI of the Declaration "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Condominium Units" is amended to read: .....**

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 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), 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, the resale of units to others for speculative purposes is not permitted. No unit may be purchased for the sole purpose of renting as an income property. Rentals by unit owners complying with the provisions of the first paragraph of Article XIII of this Declaration will be permitted on an annual basis only, one (1) rental for a complete year.

.....

2. After judicial sale of a unit or any interest therein, though foreclosure or other judicial process, the sale 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.

.....

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

(a) An Institutional First Mortgage 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, may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or mortgage said parcel, or occupy said parcel, without the prior written approval of the Board of Directors or Management Firm. The provisions of Section A. and B, No. 1-5, of this Article XI, shall apply to such Institutional First Mortgagee, or the Management Firm, or the Lessor under the Long-Term Lease, or acquirer of title, as afore described in this paragraph. After judicial sale of a unit, or any interest therein, through foreclosure or other judicial process, the sale 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.

**2. Article XIII of the Declaration "Use and Occupancy" is amended to read:**

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 a maximum of 30 days per year, and for no other purpose including business purposes. Therefore, the leasing of units to others as a regular practice for business, speculative, investment, or other similar purposes is not permitted. 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.

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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.

The amendment of March 9, 1989 as recorded in ORB 5991 P 1405 Public Records of Palm Beach County shall apply.

NOT A CERTIFIED COPY