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 OR BK 21055 PG 1250
 RECORDED 11/07/2006 09:54:57
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1250 - 1256 (7pgs)

This instrument prepared by:
 Scott A. Stoloff, Esquire
 DICKER, KRIVOK & STOLOFF, P.A.
 1818 Australian Avenue South
 Suite 400
 West Palm Beach, FL 33409

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
 EASTHAMPTON C CONDOMINIUM ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an amendment to the Declaration of Condominium of Easthampton C Condominium Association, Inc. The original Declaration of Condominium is recorded in Official Records Book 1728 at Page 56 of the Public Records of Palm Beach County, Florida. Written consent to the Amendment was given in accordance with Section 617.0701(4) of the Florida Statutes

DATED this 22 day of September, 2006.

WITNESSES:

EASTHAMPTON C CONDOMINIUM
 ASSOCIATION, INC.

Joel Branchi
 Signature

JOEL BRANCHI
 Print Name

Basmattie Persaud
 Signature

Basmattie Persaud
 Print Name

By: Michelina DiGennaro Pres.
 Michelina DiGennaro, President

By: Anna Goldenberg
 Anna Goldenberg, Secretary

PATRICIA D. VITALE
 Notary Public, State of New York
 No. 01V16058264
 Qualified in Queens County
 Commission Expires May 7, 2007

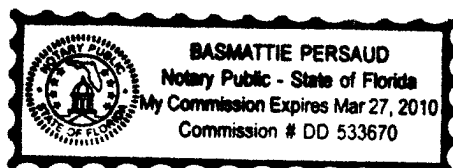
STATE OF FLORIDA)
) ss:
 COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 22nd day of Sept., 2006, by Michelina DiGennaro, as President and Anna Goldenberg, as Secretary of Easthampton C Condominium Association, Inc., who are Personally Known ✓ or Produced Identification .

Type of Identification Produced FLDL # D 256-541-46-9110

NOTARY PUBLIC

(SEAL)



Sign Basmattie Persaud

Print Basmattie Persaud

State of Florida

My Commission Expires

EXHIBIT "1"

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF EASTHAMPTON C CONDOMINIUM ASSOCIATION, INC.

The Declaration of Condominium of Easthampton C Condominium Association, Inc. is amended as follows (the following contains a substantial re-wording of Article XI, Section A of the Declaration. See Article XI, Section A for present text):

1. **LEASING.** The lease of a unit is defined as occupancy of the unit by any person other than the unit owner, whether pursuant to verbal or written agreement. Should a unit owner wish to lease his unit or allow occupancy by anyone other than a unit owner, the unit owner shall provide the Association with a copy of the proposed lease and the name of the proposed tenant or occupant. The Association shall have thirty (30) days from the receipt of notice within which to approve or disapprove of the proposed lease or proposed tenants or occupants. The Association shall give the unit owner written notice of its decision within this time period. Failure to notify the unit owner shall be deemed an approval. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All leases shall be for a minimum period of thirty (30) consecutive days and for a maximum period of one (1) year. Only one lease is permitted during any twelve-month period. In the event that a tenant gives up or abandons the leased premises during any lease period, the unit owner may not permit occupancy by others than the unit owner for the remainder of the twelve-month period.

a.. **Board Right of Approval.** The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a unit as a tenant, family member of a tenant, occupant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a unit, as a condition for approval.

b. **Tenant Conduct, Remedies.** All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will provide or be deemed to provide that the tenants or occupants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations as the same may be amended from time to time, (the "Condominium Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the tenant or occupant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant or occupant fails to abide by the Condominium Documents, the unit owner shall be responsible for the conduct of the tenant or occupant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant or occupant. The unit owner shall have the duty to bring his tenant's and occupant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the tenant or occupant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the tenants' or occupant's noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant or occupant in the name of the Association, or as agent of the unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees,

incurred in connection with such actions from the unit owner which shall be secured by a continuing lien in the same manner as assessment charges.

c. **Security Deposit.** The Board of Directors shall have the authority, as a condition of granting approval to an occupancy or lease or renewal or extension thereof, to require that the unit owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the common elements or Association property. Payment of interest, claims against the deposit, refunds and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes, as amended from time to time.

d. **Liability.** The liability of the unit owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the unit as provided herein.

e. **Association Fee.** The unit owner seeking approval of an occupancy or lease of a unit shall pay a transfer fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with an extension or renewal of a lease.

2. **MAINTENANCE OF COMMUNITY INTERESTS.** In order to maintain a community of congenial Unit owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units by any owner shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each Unit owner covenants to observe:

a. **Forms of Ownership:**

1) **Ownership By Individuals.** A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

2) **Co-Ownership.** Co-ownership of units may be permitted. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant." The use of the unit by other persons shall be as if the primary occupant was the only actual owner. Any changes in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any calendar year. No time share estates may be created. "House Sharing" by multiple families is prohibited. Unit owners of record as of the adoption of this provision shall be required to designate a Primary Occupant within thirty (30) days of the effective date hereof, which is the date of recordation in the Public Records of Palm Beach County, Florida.

3) **Ownership by Corporations, Partnerships or Trusts.** A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as a short-term or transient accommodations for several individuals or families. The approval of a partnership, trustee, or corporation or other entity as a unit owner shall be conditioned upon designation by the owner of one natural person to be the "primary occupant." The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in this primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any twelve (12) month period. Unit owners of record as of the adoption of this provision shall be required to designate a Primary Occupant within thirty (30) days of the effective date hereof, which is the date of recordation in the Public Records of Palm Beach County, Florida.

4) Life Estate. A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only member for such unit, and occupancy of the unit shall be as if the life tenant were the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the unit. Any vote, consent or approval required by the Condominium Documents or law may be given by the life tenant alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

b. Transfers Subject to Approval.

1) Sale or Other Transfer. No unit owner may dispose of a Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors. No unit owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option or other similar transactions) without prior written approval by the Board of Directors.

2) Gift. If any Unit owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.

3) Devise or Inheritance. If any Unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of this Unit shall be subject to the approval of the Board of Directors. If any Unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors. Approval to own or occupy may not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the deceased owner by blood or by adoption.

4) Other Transfers. If any Unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the unit before being approved by the Board of Directors under the procedures outlined below.

c. Approval by Association. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

1) Notice to Board of Directors.

a) Sale. A Unit owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Board of Directors notice of such intention, together with the name and address of the intended purchaser, an executed copy of the purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the Board of Directors may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed unit occupants. Such notice at the Unit owner's option may include a demand by the Unit owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved.

b) Gift, Devise or Inheritance; Other Transfers. A Unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give

to the Board of Directors notice of the acquiring of his title, together with such information concerning the Unit owner as the Board of Directors may reasonably require, and a certified copy of the instrument evidencing the owner's title.

c) Failure To Give Notice. If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

2) Certificate of Approval.

a) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and all required information, including a personal interview if requested by Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction.

b) Gift, Devise or Inheritance; other Transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Board of Directors, including a personal interview if requested by the Board of Directors must either approve or disapprove the continuance of the Unit owner's ownership of his Unit.

c) Approval of Occupant. If the Unit owner or purchaser is a corporation, partnership, trust, some other entity, or more than one individual who are not husband and wife, the approval of ownership by the corporation, partnership, trust, other entity or multiple persons shall be conditioned upon approval of a Primary Occupant.

d. Disapproval by Board of Directors. If the Board of Directors shall disapprove a transfer of ownership of a Unit, the matter shall be disposed of in the following manner:

1) Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit owner shall so demand, then within thirty (30) days after receipt of such notice and all required information the Association shall deliver or mail by certified mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit owner must sell the Unit upon the following terms:

a) At the option of the Association to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Unit owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

b) The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to provide a purchaser upon the demand of the Unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed

transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval.

2) Gifts, Devise or Inheritance; Other Transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the Unit owner of the notice and information required to be furnished, the Board of Directors shall deliver or mail by certified mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit owner must sell the Unit upon the following terms:

a) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Unit owner, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

b) The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Board of Directors shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the Unit owner.

3) Disapproval for Good Cause. Approval of the Association for title transfers shall be withheld only if a majority of the whole Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

a) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium.

b) The person seeking approval (which shall include all proposed occupants) has been convicted of or plead guilty or no contest to a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

c) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts.

d) 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 other social organizations or associations, or by his conduct in this condominium or other residences as a tenant, or owner;

e) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

f) The unit owner requesting the transfer has had fines assessed against

him or her which have not been paid; or

g) All assessments and other charges against the unit have not been paid in full.

If the Board disapproves a prospective transfer on the grounds for disapproval set forth above, the Association shall have no duty to purchase the unit or furnish an alternate purchaser, and the transaction shall not be made.

e. **Transfer Fee.** The Association may charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction.

f. **Unauthorized Transactions.** Any sale, lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association.

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