

RETURN TO:

Easthampton D
CENTURY VILLAGE
WEST PALM BEACH, FL 33417

CFN 20090286705
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RECORDED 08/20/2009 09:53:33
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1146 - 1151; (6pgs)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM AND BYLAWS FOR
EASTHAMPTON D CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Easthampton D Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 1742, at Page 811; and

WHEREAS, the Bylaws for Easthampton D Condominium are attached as an Exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Easthampton D Condominium Association, Inc., a Florida not-for-profit corporation, held on _____, 2009, 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
EASTHAMPTON D 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~~ Easthampton D 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 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 X of the Declaration, "ASSESSMENTS", is hereby amended as follows:

The Association whose name appears at the end of this instrument, through its Board of Directors, ~~has delegated~~ may delegate to the a Management Firm certain powers of said Association to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property, and such other sums as are adequate to provide for the common expenses of the Condominium property, and other such sums as are specifically provided for in this Declaration and the By-Laws, and Exhibits attached hereto, for such period of time as provided in the Management Agreement. ~~and thereafter, the said Association, through its Board of Directors, shall have such powers.~~ The portion of the common expenses under the Long-Term Lease shall be fixed and determined by the Lessor, as provided under said Long-Term Lease. The procedure for the determination for all such assessments shall be set forth in the By-Laws of the Association and this Declaration and Exhibits attached thereto.

The common expenses shall be assessed against each Condominium parcel owner, as provided for in Article VI of the Declaration. Assessments and installments that are unpaid for over ten (10) days after due date, shall bear interest at the rate of ~~ten percent (10%)~~ eighteen percent (18%) per annum from due date until paid; ~~and at the sole discretion of the Management Firm and/or the Board of Directors,~~ a late charge of \$25.00 shall be ~~due~~ and payable in addition thereto.

. . .

Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Condominium unit, obtains title to a Condominium parcel as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgage of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses or assessments by the Management Firm or the Association pertaining to such Condominium parcel, or chargeable to the ~~former~~ unit owner of such parcel, which became due prior to acquisition of title as a result of foreclosure or the acceptance of such Deed in lieu of foreclosure. Provided, however, if a mortgage is recorded on or after April 1, 1992 then a first mortgagee shall be responsible for up to six (6) months of assessments as provided in the Condominium Act. Such share of common expenses or ~~assessments~~ shall be deemed to be common expenses collectible from all unit owners, including such acquirer, ~~his~~ successors and assigns.

. . .

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 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), ~~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 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, no lease of any unit shall be for less than six (6) months and no unit may be leased more than once in twelve month period.

The provisions of this Amendment shall not apply to leases already reviewed and approved by the Association or to already approved transfers of ownership. However, this Amendment shall apply to approved purchasers of units after the effective date of this amendment as provided in Section 718.110(13) Florida Statutes.

~~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. 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.~~

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) T 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 immediate family may occupy the unit in the owner's absence, with prior approval of the Board of Directors..

Unless the unit is vacant, at least one permanent occupant must be age fifty-five (55) or older.

Otherwise, no children under fifteen (15) person under the age of fifty-five (55) years of age shall be permitted to reside in any of the units or rooms thereof in this condominium, except that children under the age of fifteen (15) may be permitted to visit and temporarily reside for reasonable periods not in excess of 30 days in any calendar year.

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 this 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 in any way subject to Federal laws on housing.

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
EASTHAMPTON D CONDOMINIUM

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

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~~

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, notwithstanding 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.~~

...
Section 5. "Disqualification and Resignation of Directors", is hereby amended as follows:

...
No member shall continue to serve on the Board should he be more than ~~thirty (30)~~ ninety (90) days delinquent in the payment of an assessment and said delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors.

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: ...

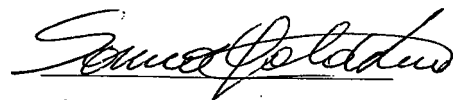
- (1) Notice of all meetings shall contain a statement of the proposed Amendment.
- (2) The Amendment shall be approved by the affirmative vote of the voting members casting not less than ~~three-fourths (3/4)~~ two-thirds (2/3) of those present in person or by proxy (provided a quorum is present) of the ~~total votes of the unit owners; and ...~~

WITNESS my signature hereto this 20 day of AUGUST, 2009, at Palm Beach County, Florida.

Easthampton D Condominium Association, Inc.


Witness

Idete Bushaikin
(PRINT NAME)


Witness

SONIA GOLDBERG
(PRINT NAME)

By: Man Velonis, President

Attest: Elizabeth Marshall Treasurer

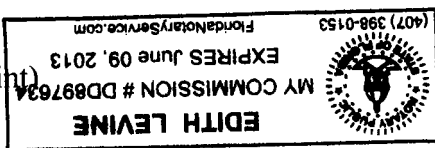
COUNTY OF PALM BEACH :

Type of Identification Produced: Drivers Licenses (Fla)

Edith Greene (Signature)

, (Print)

Notary Public, State of Florida at Large



My Commission Expires:

(SEAL)

NOT A CERTIFIED COPY