

RETURN TO:
James Carver
300 Northampton O
CENTURY VILLAGE
WEST PALM BEACH, FL 33417

CFN 20130226220
OR BK 26034 PG 0455
RECORDED 05/21/2013 11:20:03
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF NORTHAMPTON O CONDOMINIUM
AND BYLAWS FOR
NORTHAMPTON O CONDOMINIUM ASSOCIATION, INC.
and Amended in
9/25/90 in Book 6591; at Page 1755**

WHEREAS, the Declaration of Condominium and Bylaws for Northampton O Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book , in Book 2231; at Page1821; and

WHEREAS, the Bylaws for Northampton O Condominium are attached as an Exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Northampton O Condominium Association, Inc., a Florida not-for-profit corporation, held on February 11th, 2013, 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
NORTHAMPTON O CONDOMINIUM**

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

ITEM 1. 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)~~ fifty-one per cent (51%) of those present in person or by proxy provided a quorum is present. ...

ITEM 2. Article XI of the Declaration "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Condominium Units" is amended as follows:

A. SALE OR RENTAL OF UNITS – Association to Have First Right of Refusal.

...

Provided, however, no lease of any unit shall be less than six (6) months and one week, 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. This amendment supersedes any and all previous rental and leasing restrictions, which are hereby deleted in their entirety.

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.

ITEM 3. 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 written approval by the Board of Directors. . . .

No animals or pets of any kind shall be kept in any unit, or on any property of the Condominium, except pecially trained dogs for handicapped residents who are hearing or sight impaired, with the written consent and subject to the Rules and Regulations adopted 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 disturbance, 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.

AMENDMENT TO THE BYLAWS
OF
NORTHAMPTON O CONDOMINIUM ASSOCIATION, INC.

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

ITEM 4. Article II of the Bylaws, "MEMBERSHIP AND VOTING PROVISIONS", is 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.

ITEM 5. 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 ~~not more than~~ five (5) persons or 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. 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. . . .~~

ITEM 6. 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)~~ fifty one per cent (51%) of those present in person or by proxy (provided a quorum is present); and ...

WITNESS my signature hereto this 23 day of April, ²⁰¹³~~2014~~, at Palm Beach County, Florida.

Northampton O Condominium Association, Inc.

Elizabeth Marshall

Signature

ELIZABETH MARSHALL

Print Name

By: Elizabeth Marshall

Elizabeth Marshall, Treasurer

James Carver

Signature

JAMES CARVER

Print Name

By: James Carver

James Carver, Secretary

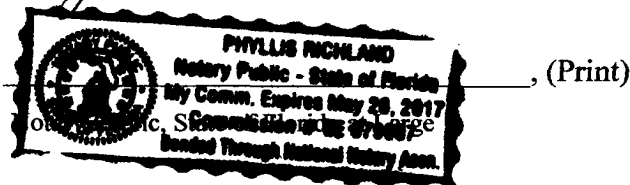
STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 23 day of April, 2013, by Elizabeth Marshall, as Treasurer, and James Carver, as Secretary of Northampton O Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are Personally Known ☒ or have Produced Identification ☒.

Type of Identification Produced: C.V. ID & Fla. Drivers Lic.

Phyllis Richland, (Signature)



, (Print)

My Commission Expires:

(SEAL)

Northampton O Condominium Association, Inc.
A Corporation Not-for-Profit

PROOF OF NOTICE AFFIDAVIT

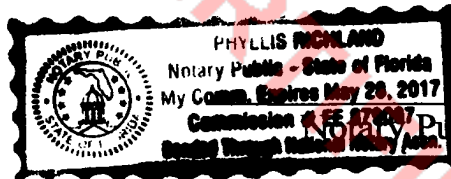
STATE OF FLORIDA :
COUNTY OF PALM BEACH:

The undersigned Secretary of the Association, being first duly sworn, deposes and says that the notice of the special membership meeting was mailed or hand delivered to each unit owner at the address last furnished to the Association in accordance with the requirements of Section 718.112(2)(d) Paragraph 2, F.S., at least fourteen days prior to the special meeting.

Dated this 23 day of APRIL, 2011. ^{13 (GR)}

By: *James Carver*
Secretary

The foregoing Affidavit was acknowledged before me on this 23 day of April, 2013, ~~2011~~, by *James Carver*, the Secretary of Northampton O Condominium Association, Inc.



My Commission Expires:

(SEAL)

