

This instrument was prepared by:
Mark D. Friedman, Esq.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
WALTHAM E CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Waltham E Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **1709** at Page **1617**; and

WHEREAS, the **Amended and Restated Declaration of Condominium for Waltham E** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book **30955** at Page **1231**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Waltham E Condominium Association, Inc.**, a Florida ~~not-for-profit~~ corporation, held **May 13, 2023** the aforementioned Amended and Restated Declaration of Condominium was amended pursuant to the provisions of said Amended and Restated Declaration of Condominium.

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

**AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
WALTHAM E CONDOMINIUM**

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

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- 9.2 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to (i) the interior of the Unit which is structural in nature, or which impacts the Common Elements in any way, including, but not limited to, removing of any walls, any work which involves piercing the Unit boundary or which requires the issuance of a permit from a governmental or regulatory authority or agency or to (ii) the Limited Common Elements, without

the prior written consent of the Board of Directors. All doors and windows must be approved, in writing, by the Association, prior to ordering.

Any and all requests for electrical, mechanical or structural additions, alterations or improvements must be in writing and must be submitted to the Association with plans prepared and sealed by the appropriate professional (i.e., architect, engineer, etc.). Copies of all permits, contractor's license and insurance (including but not limited to worker's compensation insurance) must be provided to the Board of Directors as part of the approval application. The Board may require that the Association be named an additional insured on all such policies.

The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after receipt of such request and all sealed plans, and other information required in this Section 9.2, or thirty (30) days after receipt of any additional information requested by the Board within thirty (30) days of receipt of the initial request. Failure to respond within the stipulated time shall constitute the Board's consent.

The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, which may not be waived by the Association under any circumstances, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

Once approved by the Board of Directors, such approval may not be revoked unless the Board finds misrepresentations in the application submitted by the Unit owner. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and all future owners of the Unit, and their heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, its Board members, officers and employees, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair, replacement and insurance for such additions, alterations or improvements from and after the date of installation or construction thereof as may be required by the Association, and shall also be responsible for all costs associated with removal and reinstallation of same when necessary, in the discretion of the Board of Directors, in connection with the Association's performance of its maintenance obligations under this Declaration.

The Board may impose the requirements set forth in Paragraph 7.3(g) above and may require the execution of a covenant to run with the Unit to memorialize the application, approval, conditions of approval and future obligations of the

Unit Owner and may condition its approval of any addition, alteration or improvement hereunder upon the preparation, execution and recording of such a covenant at the Unit Owner's expense.

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16. OCCUPANCY AND USE RESTRICTIONS. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

* * *

- 16.7 Leases and Rentals. The terms "leasing" and "renting" shall have the same meaning and be used interchangeably in this paragraph. Notwithstanding any other provision of this Declaration, the Articles of Incorporation, or the Bylaws, leasing or renting of Units is absolutely prohibited in this Condominium after the effective date of this amendment except for units owned by the Association or the Long-Term-Lessor while either holds title to units. For those who are grandfathered under Section 718.110(13), Florida Statutes, §subject to the restrictions found in paragraphs 16.8 and 17.4 of this Declaration, the following applies to the leasing of units. No portion of a Unit may be rented. A Unit shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. No Unit Owner may lease his or her Unit more than once in a twelve (12) month period, measured from the date of commencement of the most recent prior lease or rental agreement. All leases must be for a lease term of (6) months and one (1) day. Unit owners remain solely responsible for taxes imposed on rental transactions by any authority having jurisdiction when a Condominium Unit is leased for a short period of time. A Unit shall be considered leased any time it is occupied by a tenant. The Association shall have the right to require that a substantially uniform form of lease be used. The lease shall include a provision granting the Association authority and standing to evict any lessee of a Unit Owner who is in breach or violation of this Declaration, the Bylaws, or the rules and regulations of the Association. In the event the Association approves a rental or lease, such approval of a lease or rental shall not release the Unit Owner from any obligation under this Declaration, and the tenant shall have the right to use the facilities and Common Elements to the exclusion of the Unit Owner unless the tenant waives such rights in writing. Regardless of whether or not expressed in the applicable lease, if any, all Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all

rules and regulations of the Association. All tenants shall comply with and be subject to the provisions of this Declaration, the By-Laws, and the Act and the provisions of same shall be deemed expressly incorporated into any lease of a Unit. Subleases are prohibited. In no event may a Unit be listed on a short-term rental or "hotel lodging type" site including but not limited to Airbnb, VRBO, etc. in a manner that is contrary to the leasing provisions of this Declaration or would in any way would contravene the screening authority of the Association with regard to leases.

When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

- 16.8 **Leasing Moratorium.** A Unit Owner who acquired title prior to the date of the amendment to Section 16.7 of this Declaration, and who has owned the Unit for less than twelve (12) months, must continue to comply with the following moratorium, unless he or she approves the amendment to Section 16.7. Rentals/leases of such a unit as aforementioned, will be prohibited under Section 16.7 after the unit is subsequently sold. The following shall apply only to such persons: No Unit Owner acquiring title after the effective date of this amendment may lease his or her Unit for a period of twelve (12) consecutive months from the date title is acquired. This twelve (12) month period shall run from the date of recording of any instrument transferring any ownership interest in title to the Unit, except for transfers to add members of the Unit Owner's immediate family as titleholders with the Unit Owner or to a trust where such transfers were undertaken for the purpose of estate planning. The only other exceptions to the foregoing moratorium are Units obtained by beneficiaries or heirs of the previous Unit Owner when title was acquired through inheritance or devise. This restriction shall not apply to Units acquired by the Association or the Long Term Lessor while the Units are owned by the Association or the Long Term Lessor. If at the time of transfer of any interest in title a Unit is already leased pursuant to a lease agreement entered into by the previous Owner, the aforementioned twelve (12) month period during which the Unit may not be leased shall commence at the expiration of the current term of the existing lease which may not be renewed or extended.

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[Signature page to follow]

WITNESS my signature hereto this 31 day of MAY, 2023, at West Palm Beach, Palm Beach County, Florida.

**WALTHAM E CONDOMINIUM
ASSOCIATION, INC.**

Arlene Danile

Witness

Arlene Danile
(PRINT NAME)

Jorge Rivero
Witness

JORGE RIVERO
(PRINT NAME)

By: [Signature]

Print Name: ALFONSE DANILE, President

Attest [Signature]

Print Name: MARTORIE DAVIES, Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31 day of MAY, 2023, by ALFONSE DANILE and MARTORIE DAVIES, as President and Secretary, respectively, of **Waltham E Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

[Signature] (Signature)

PAUL MORRA (Print Name)
Notary Public, State of Florida at Large

