

RETURN TO:
Tony Lido
127 Waltham F
CENTURY VILLAGE
WEST PALM BEACH, FL 33417

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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM AND BYLAWS FOR
WALTHAM F CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Waltham F Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 1714, at Page 1278; and

WHEREAS, the Bylaws for Waltham F Condominium are attached as an Exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Waltham F Condominium Association, Inc., a Florida not-for-profit corporation, held on April 9th, 2010, 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
WALTHAM F CONDOMINIUM**

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

...

ITEM 1. Article VI of 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.

ITEM 2. Article VII of the Declaration, "METHOD of AMENDMENT DECLARATION", was amended pursuant to the provisions of said Declaration at a duly called and noticed meeting of the membership held on February 18th, 2000. Said amendment was duly recorded in the Public Records of Palm Beach County, Florida, in ORB 11721 at Page 784 et seq., and shall remain in full force and effect 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 fifty-one percent (51%) of those present in person or by proxy provided a quorum is present."

ITEM 3. Article XI of the Declaration, "PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENTATION 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 thirty (30) days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to 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 to the unit owner. However, the Association shall not unreasonably withhold its consent to any prospective sale, rental or lease. If good cause exists for the Association to disapprove a proposed

sale or lease, Association shall not be obligated to provide a substitute purchaser or lessee.

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.

~~Provided, however, each owner shall use such apartment as a private dwelling for himself or herself and his or her immediate family, and for no other purpose including business purposes. Therefore, the leasing of apartments to others as a regular practice for business, speculative investment, or other similar purposes is not permitted. To meet special situations and to avoid undue hardship or practical difficulties the Board of Directors may grant permission to an owner to lease his or her apartment one time to a specified lessee. Provided, however, no lease of any unit shall be for a period of not less than four (4) consecutive months in a twelve month period, and no unit may be leased more than once in a twelve (12) month period. . . .~~

In no event may any person or entity (except for the Association acquiring a unit in any manner, or an institutional mortgagee acquiring a unit through foreclosure or deed in lieu of foreclosure) own or have any ownership interest (legal or equitable) in more than two (2) units in the Condominium, including, without limitation, individually, jointly or as a partner, officer, director, shareholder, trustee, beneficiary or employee of any partnership, corporation, company, trust or any type of entity owning any ownership interest in or to a unit.

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 Associations 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. After judicial sale of a unit, or any interest therein, through foreclosure or any 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 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, 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 aforescribed 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.

ITEM 4. 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 immediately family may occupy the unit in the owner's absence, with prior approval of the Board of Directors. Provided, however, to avoid undue hardship or practical difficulties, the Board may grant limited extensions to the 30 day occupancy period.

...

No animals or pets of any kind shall be kept in any unit, or on any property of the Condominium, except specialty 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.

...

AMENDMENTS TO THE BYLAWS
OF
WALTHAM F CONDOMINIUM ASSOCIATION, INC.

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

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 less than five (5) and not more than seven (7)~~ 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. 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 percent (51%) of those present in person or by proxy (provided a quorum is present); and ...

WITNESS my signature hereto this 15 day of April, 2010, at Palm Beach County, Florida.

Waltham F Condominium Association, Inc.

Roberta McDonnell

Witness

ROBERTA McDONELL

(PRINT NAME)

By: [Signature], President

Attest: Tony LEDO, PRESIDENT
(Title)

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 15 day of April, 2010, by TONY LEDO, as President, and ROBERTA McDONELL, as Treasurer (Title), of Waltham F Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are Personally Known X or have Produced Identification X.

Type of Identification Produced Drivers licenses.

[Signature], (Signature)
[Print Name], (Print)

Notary Public, State of Florida at Large
EDITH LEVINE
MY COMMISSION # DD897634
EXPIRES June 09, 2013
My Commission Expires FloridaNotaryService.com

(SEAL)

