

**SCHEDULE OF AMENDMENTS
TO DECLARATION OF CONDOMINIUM OF
WINDSOR I CONDOMINIUM**

**As Recorded in Official Records,
Palm Beach County, Florida**

Book 2036, Page 95

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As used herein (unless substantially reworded) the following shall apply:

A. Words in the text which are ~~lined through~~ with hyphens indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

C. Whenever an ellipsis (...) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

**1. Article VII of the Declaration "METHOD of AMENDMENT DECLARATION"
is 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 percent (51%) of the total vote of the members of the Association those present in person or by proxy provided a quorum is present.

2. Article XIII of the Declaration "Use and Occupancy" is 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, and for no other purpose.

3. Article XIII of the Declaration "Use and Occupancy" is amended as follows:

No children under fifteen (15) years of age shall be permitted to reside in any of the units or rooms thereof in this Condominium, except that children may be permitted to visit and temporarily reside for reasonable periods, not in excess of 30 days, in any calendar year.

Housing for Older Persons

This Condominium shall be "housing for older persons", as such term is defined in the Federal Fair Housing Amendment Act of 1988.

To demonstrate the intent by the Association to provide housing for persons over fifty five (55) years of age and older and inasmuch as this Association was designed as part of an adult community, it shall be required, as of the effective date of this amendment, that at least eighty (80) percent of the units must be occupied by at least one (1) person fifty five (55) years of age or older per unit. This amendment shall include any units under leasehold, if any.

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.

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

.....

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.

5. 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 unit may be rented or leased for a twenty-four (24) month period following the closing date of the sale of that unit. Any renting or leasing of a unit after said twenty-four (24) month period shall be restricted as further provided in this Declaration.

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 2005.

We hereby certify that the "Schedule of Amendments" was approved by in excess of _____ % vote of the Membership or 75 % of those present in person or represented by proxy (a quorum being present) at a duly called meeting on September 11, _____, 2005.

WINDSOR I

Condominium Association, Inc.

By: Chester J. Wantuch, President
Chester J. Wantuch

Attest: Janet Friesner, Secretary
Janet Friesner

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 15th day of September, 2005, by Chester J. Wantuch, President, and Janet Friesner Secretary. Both are personally known to me and ☐ did or ☒ did not take an oath. The President (please check one of the following) ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification and (please check one of the following) ☒ did or did not take an oath; the Secretary (please check one of the following) ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification and (please check one of the following) ☐ did or ☒ did not take an oath.

Dolores A. DiLisio, Notary Public
Dolores A. DiLisio, Printed Notary Name

My Commission Expires: _____

