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A M E N D M E N T S

TO DECLARATION OF CONDOMINIUM OF
WINDSOR O **CONDOMINIUM Association**

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

Book 14763, Page 0197

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.

(AMEND BY 51%)

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.

(GUESTS MAY VISIT ONLY WHILE UNIT OWNER IS RESIDING)

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.

(GUESTS MAY VISIT FOR 30 DAYS IN ONE YEAR)

3. 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, who may visit for a maximum of 30 days per year, and for no other purpose.

(HOUSING LIMITED TO AGE 55 YEARS AND OLDER)

4. 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.

(RIGHT TO INVESTIGATE THROUGH FORECLOSURE SALE)

5. 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 ~~afordescribed~~ in this paragraph.

(b) and (c) Deleted in their Entirety.

(NO RENTALS FOR FIRST TWO (2) YEARS OF OWNERSHIP)

6. 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.

(NO RENTALS LESS THAN SIX (6) MONTHS, MORE THAN ONCE A YEAR)

7. Article XI of the Declaration "PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS" is amended as follows:

....

No lease of any unit shall be less than six (6) months 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.

(NO PETS, EXCEPT ONE CAT, BIRDS, AQUARIUM FISH)

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

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

1. specially trained dogs for handicapped unit owners who are hearing or sight impaired;
2. no more than one house cat;
3. aquarium fish;
4. birds;

~~except 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.~~

(RENTALS ONE TIME DURING OWNERSHIP)

9. 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, 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 during the ownership of the apartment, to a specified lessee.

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.

10. Article IV. of the Bylaws "DIRECTORS", is amended as follows:

Section 1. Election, 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.

Guillermo Bongiorno,
President

Shen Puthary
Secretary

We, hereby, certify that the attached amendment to the declaration was approved by in excess 75% vote of the membership present or by proxy (a quorum being present) at a duly called meeting on April 10, 2007, and does not affect the lists of the lessor of the long-term recreational lease.

By: Eileen Bongiorno
President

Attest: Ilean Guthartz
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, appeared Eileen Bongiorno, personally known to me, to be the President of Windsor O Condominium Association, who being by me first duly cautioned and sworn upon oath, have acknowledged before me that they have executed this instrument as such President and Secretary, and that said instrument is the free act and deed of said Association.

Ilean Guthartz
Notary Public



Ilean Guthartz
My Commission DD263082
Expires February 11, 2008

My commission expires:

We, hereby, certify that the attached amendment to the declaration was approved by in excess 75% vote of the membership present or by proxy (a quorum being present) at a duly called meeting on April 10, 2007, and does not affect the lists of the lessor of the long-term recreational lease.

By: Eileen Bongiorno
President

Attest: Ilean Guthartz
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, appeared ILEAN GUTHARTZ, personally known to me, to be the President of Windsor O Condominium Association, who being by me first duly cautioned and sworn upon oath, have acknowledged before me that they have executed this instrument as such President and Secretary, and that said instrument is the free act and deed of said Association.

Catherine Hampton
Notary Public

My commission expires:

