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Prepared by and return to:
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515 N. Flagler Drive, 20th Floor
West Palm Beach, FL 33404

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF PALM BEACH WINDEMERE CONDOMINIUM**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Condominium of Palm Beach Windemere Condominium. The Declaration of Condominium is recorded in Official Records Book 2973, at page 985 of the Public Records of Palm Beach County, Florida.

DATED this 30th day of May, 2013.

Witness

Witness

Palm Beach Windemere Condominium
Association, Inc.

By: Mary Wallace

President (Seal)

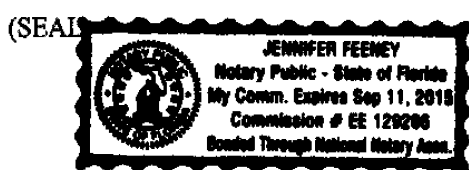
STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

as Attest:

Secretary

BEFORE ME personally appeared Mary Wallace President of Palm Beach Windemere Condominium Association, Inc., and Cristine Tanguay known to me to be the individual who executed the foregoing instrument and acknowledged to and before me that he executed such instrument as President of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 30th day of May, A.D. 2013.



Notary Public
State of Florida at Large
My Commission Expires:

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Exhibit "1"

ITEM 1. Article 10.3 entitled "Leasing" and Article 11.1 entitled "Transfers of Units" of the Declaration of Condominium shall be deleted in their entirety and shall be replaced with an entirely new Article 10.3 as follows:

10.3 Transfers

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Condominium Units, the transfer of Units by a Unit Owner shall be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner of a Unit covenants to observe:

a. Transfers Subject to Approval.

- (1) Sale. No Unit Owner may dispose of a Unit or any interest in a Unit by sale without approval of the Association except to another Unit Owner or Family Member.
- (2) Lease. No Unit Owner may dispose of a Unit or any interest in a Unit by lease without approval of the Association except to another Unit Owner or Family Member. With approval of the Association, a Unit Owner may enter into a lease of a Unit once every calendar year for a period of not less than one week or more than twelve months. No sub-leasing or assignment is permitted.
- (3) Gift. If a Unit Owner shall acquire his title by gift, the continuance of his ownership in his Unit shall be subject to the approval of the Association unless the donee is another Unit Owner or Family Member.
- (4) Devise or Inheritance. If any Unit Owner shall acquire his title by devise or inheritance, the continuation of his ownership of his Unit shall be subject to the approval of the Association unless the devisee is another Unit Owner or Family Member.
- (5) Other Transfers. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his Unit shall be subject to the approval of the Association, unless said Unit Owner is another Unit Owner or Family Member.
- (6) Family Member Exception. Notwithstanding the prohibition of transfers set forth above in Article 10.3.a(1) through (6), such transfers are permitted without Association approval when the sale, lease, gift or devise is by a Unit Owner to a "Family Member" which shall be defined for the purpose of this section as the Unit Owner's parents, spouse, children, grandchildren, or siblings. In the event a Unit Owner proposes a transfer to a Family Member, the Unit Owner shall notify the Association in writing and shall provide reasonable proof of such familial relationship. In the event such relationship cannot be reasonably established, the Unit Owner shall be required to pursue Association approval set forth in Article 10.3.b.

b. Approval by Association. The approval of the Association is required for the transfer of Units falling within the purview of Article 10.3 a. and shall be obtained by the following manner:

(1) Notice to Association.

(a) Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser, the purchase price and terms, and such other information concerning the intended purchase and purchaser as the Association may reasonably require. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Lease. Any Unit Owner intending to make a bona fide lease of his Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, and such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(c) Gift, Devise or Inheritance; Other Transfers. Any Unit Owner, who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(d) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(e) Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser or lessee, or as relates to the "new owner" in the case of a transfer by gift, devise, or inheritance, as may reasonably be required by the Association in order to enable the Association to responsibly investigate the intended purchaser, lessee, or "new owner" within the time limits extended to the Association for that purpose as hereinafter set forth and which application shall be completed and submitted to the Association along with and as an integral part of the notice.

(2) Transfer Fee. The Association is authorized to charge the transferor a fee in connection with a request for transfer of an interest in a Unit for the purpose of defraying the cost of investigation and the costs associated with granting approval, changing books and records and other matters associated with a transfer. Payment shall accompany the application submitted, which payment represents a non-returnable investigative fee. Such fee shall not exceed the maximum allowed by law.

(3) Use of Common Elements. Any Unit Owner who leases his Unit forfeits all rights to use of common elements during the period of said lease.

(4) Personal Interview. Applicants for purchase or lease or transfer by devise, inheritance or gift of a Unit may be required to appear at the office of the Association for a personal interview. Such appearance if required, together with the written application shall constitute the original notice to the Association. The Association has thirty (30) days from such time to approve or disapprove the transfer of a Unit.

(5) Certificate of Approval.

(a) Sale or Lease. If the proposed transaction is a sale or lease, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be mailed to the Unit Owner by certified mail within the aforesaid thirty (30) day period, and failure to do so shall constitute approval of the sale. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the Unit Owner.

(b) Gift, Devise or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit. Such approval or disapproval shall be mailed to the Unit Owner by certified mail within the aforesaid thirty (30) day period, and failure to do so shall constitute approval of the ownership. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the Unit Owner.

c. Disapproval by Association. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed of in the following manner:

(1) Sale. If the proposed transaction is a sale, and if the notice of sale given by the Unit Owner shall so demand, then within thirty (30) days after receipt of such notice and information, the Association shall mail, by certified mail to the Unit Owner an

agreement to purchase the Unit concerned by a purchaser whom the Unit Owner must sell the Unit upon the following terms:

(a) **Price:** The price to be paid shall be the bona fide price stated in the disapproved contract to sell, and the purchase agreement shall include a clause that a judgment of specific performance of the sale may be entered in any court of competent jurisdiction against the purchaser. If a question arises as to whether or not the sale price is a bona fide price, the question shall be resolved by having the price determined by arbitration in accordance with the then existing rules of the AMERICAN ARBITRATION ASSOCIATION, except that the arbitrator shall be two appraisers by the AMERICAN ARBITRATION ASSOCIATION who shall base their determination upon the average of their appraisal of the Unit.

(b) **Cash.** The purchase price shall be paid in cash.

(c) **Closing.** The sale shall be closed within thirty (30) days after certified mailing of the agreement to purchase, or within ten (10) days after determination of the sale price if such is by arbitration, whichever is later.

(d) **Certificate.** A certificate of the Association executed by its President or Vice President approving the purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

(e) **Failure to Act.** If the Association shall fail to provide a purchaser upon demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the Owner.

(2) **Lease.** If the proposed transaction is a lease, the Association may deny the lease of a Unit if it reasonably finds, after review of the application, the personal, social, financial and any other relevant data and information supplied or revealed during its investigation, or personal interview, that the lease of the Unit to the proposed lessee is not consistent with nor would further the maintenance of a community of congenial residents who are financially responsible. No denial of a lease shall be based on any reason that violates any local, State or Federal housing laws.

(3) **Gifts, Devise or Inheritance; Other Transfers.** If the Unit Owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the unit upon the following terms:

(a) **Price.** The sale price shall be the fair market value determined by agreement between the Unit Owner and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the AMERICAN ARBITRATION ASSOCIATION except that the arbitrators shall be two appraisers appointed by the AMERICAN ARBITRATION ASSOCIATION who shall base their determination upon the average of their appraisal of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered against the purchaser in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(b) **Cash.** The purchase price shall be paid in cash.

(c) **Closing.** The sale shall be closed within thirty (10) days following the determination of the sale price.

(d) **Certificate.** A certificate of the Association executed by its President or Vice President and approving the purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

(e) **Failure to Act.** If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the Unit Owner.

d. **Mortgage.** No Unit Owner may mortgage the Unit or any interest in it without the approval of the Association, except to an institutional mortgagee, or to an Association approved purchaser to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

e. **Exceptions.** The foregoing provisions of this Article 10 shall not apply to a transfer to or purchase by an institutional mortgagee that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successor or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an institutional mortgagee that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

f. **Unauthorized Transaction.** Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

ITEM 2. A new Article 10.8 shall be added as follows:

10.8 Guests. A Unit Owner shall notify the Association in writing, within 7 days of the arrival of any guests that will be occupying their Unit for any period of time when the Owner is not present. Notification must include the name(s) of the guest(s), length of the stay, a statement that the guest is not paying or providing any other financial consideration to the Unit Owner in return for such stay, and contact information for the guest(s), including an emergency contact name and phone number for the guest. A guest does not include anyone paying any financial consideration to a Unit Owner in return for occupancy of a Unit, which person would be required to be approved by the Association as a lessee pursuant to Article 10.3 a.

A CERTIFIED COPY