

This Instrument Prepared by and Return To:
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File No. 658.0001

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC.**

THIS AMENDMENT is made this 30th day of September, 2022, by CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC., (hereinafter "ASSOCIATION") pursuant to the DECLARATION OF CONDOMINIUM FOR CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC. (hereinafter "DECLARATION") which was duly recorded in the Public Records of Palm Beach County, as follows:

OR BOOK 5954, PAGE 815

WHEREAS, Casseekey Island Dock Condominium Association, Inc. is a condominium association as set forth in that certain Declaration of Condominium as recorded in the Public Records of the Clerk of the Court in and for Palm Beach County, Florida, at Official Record Book 5954, Page 815, et. seq., as amended from time to time.

WHEREAS, at a called and noticed meeting of the membership of ASSOCIATION, a Florida not-for-profit corporation, held on September 22, 2022, the aforementioned Declaration was amended pursuant to the provisions of the DECLARATION.

WHEREAS, on August 22, 2022 notice of such meeting of the Members was sent to the Membership.

WHEREAS, the Amendments set forth were approved by not less than two-thirds of all Owners.

WHEREAS, the total number of eligible votes of Members of the Association is twenty-six (26), the total number of votes necessary to adopt the amendment was eighteen (18,) the total number of votes cast for the proposed amendment was twenty-two (22), and the total number of votes cast against the proposed amendment was zero (0).

NOW, THEREFORE, the undersigned hereby certify that the attached Exhibit "A" reflects a true and correct copy of the amendments as amended by the membership on September 22, 2022.

Except as amended and modified herein, all other terms and conditions of the DECLARATION shall remain unchanged and in full force and effect according to their terms.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the DECLARATION OF CONDOMINIUM FOR CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC. to be executed by the duly authorized officers of the ASSOCIATION, this 30th day of September, 2022.

CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC.

By: [Signature]

By: [Signature]

Print: Glen Bialie

Print: Brad Belcher

Title: President

Title: Secretary

STATE OF Massachusetts,
COUNTY OF DUNSTABLE

THE FOREGOING instrument was executed before me, by means of physical presence or online notarization, this 30 day of September, 2022, by Glen Brodie, the President of CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC., who upon being duly sworn acknowledged to me that he/she signed the foregoing document and who is personally known to me or produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 30th day of September, 2022.

[Signature]
Notary Public

My commission expires: Vikki Leinas
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
02172028

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was executed before me, by means of physical presence or online notarization, this 6th day of October, 2022, by Brad Belcher, the Secretary of CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC., who upon being duly sworn acknowledged to me that he/she signed the foregoing document and who is personally known to me or produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 6th day of October, 2022.

[Signature]
Notary Public

My commission expires:
ANDREA TAVERNISE
Commission # GG 321836
Expires July 20, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT "A"

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR CASSEEKEY ISLAND DOCK CONDOMINIUM ASSOCIATION, INC.**

The Association originally caused to be filed and recorded at Official Records Book 5954 Page 815, et. seq. of the Public Records of Palm Beach County, Florida, the Declaration of Condominium for Casseekey Island Dock Condominium Association, Inc. dated February 1, 1989, as amended from time to time.

The Declaration of Condominium (hereinafter the "Declaration") shall be amended as follows (Additions indicated by "underlining"; deletions by "~~strikethrough~~" and are numerically categorized by general topic). To the extent an Article or a Section is not referenced herein, such Article and/or Section are unaltered by virtue of this Second Amendment to the Declaration with the exception of sequencing of lettered and/or numbered paragraphs:

1. The entirety of Article XII of the Declaration is deleted and replaced with the following language.

XII

**PROVISIONS RELATING TO SALE OR RENTAL
OF CONDOMINIUM UNITS**

A. Sale of Units associated with the simultaneous sale of residential property within Jonathan's Landing shall require only the Association's consent as further described below in Section D.

B. Sale of Units Requiring Exclusive Offer to Purchase. Units in the Condominium that are not associated with the simultaneous sale of residential property within Jonathan's Landing shall be offered for sale in accordance with the following procedure. Any contract entered into for the sale of a Unit in violation of these procedures, shall be deemed void and without the required consent of the Association.

- i) The Unit for sale shall be offered exclusively, for thirty (30) days, to current Unit Owners who also own residential properties within the Jonathan's Landing community, and excluding all others, by providing notice to the Association and posting notice of intent to sell the Unit on the bulletin board located on the Condominium Property, or at other location(s) designated by the Association, continuously for a least thirty (30) days in addition to mailing the notice via postcard or letter to all of the current Unit Owners who also own residential properties within the Jonathan's Landing community. (the "Offer to Sell to Current Owners").
- ii) Upon expiration of the Offer to Sell to Current Owners, the Unit shall be offered exclusively, for thirty (30) days to Current Owners and members of the Casseekey Island at Jonathan's Landing Homeowners' Association, Inc., and excluding all others (the "Casseekey Offer") by mailing notice via postcard or letter to the members of the Casseekey Island at Jonathan's Landing Homeowners' Association, Inc.

- iii) Upon the expiration of the Casseekey Offer, the Unit shall be offered exclusively, for thirty (30) days to members of the Property Owners Association and excluding all others (the "POA Offer") by mailing notice via postcard or letter to the members of the POA.
- iv) Upon the expiration of the POA Offer, the Unit may be offered to the general public (Non-Members of the Property Owners Association"). Notwithstanding, the Association shall have the right of first refusal to purchase the Unit only if the Unit Owner receives an offer to purchase the Unit from a Non-Member of the Property Owners Association. The Unit Owner shall provide the Association with notice of the intended Unit sale by Certified Mail, Return Receipt Requested, FedEx, UPS or other courier service that provides a tracking number and include a copy of the bona fide sales contract.
 - a. Acceptance by the Association. The Association shall have twenty (20) days from the date of the Unit Owner's notice is received within which to exercise its right of first refusal.
 - b. Bona Fide Offer. If the Association's offer is equal to or greater than the price contained in the bona fide sales contract, then the Unit Owner shall accept the Association's offer.
 - c. Assessment. If the Association purchases the Unit, then the purchase price shall be a special assessment assessed against all Owners, including the selling Owner.
 - d. Non-Exercise. If the Association does not exercise its right of first refusal, then the Owner may sell the Unit to the non-member of the Property Owners Association.

C. Leases of Units. Units may only be leased, subject to the Association's written approval. Sub-leasing is prohibited. Only two leases are permitted per twelve-month period per Unit and each lease term must be for at least thirty (30) consecutive days. Units when leased shall only be used by the tenant, the tenant's family and guests. Transient use of the Units is prohibited. All leases shall be on forms approved by the Association and shall provide that the Association has the right to terminate the lease upon either Unit Owner or lessee's failure to observe any of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, applicable rules and regulation, or any other agreement, document or instrument governing the Units. The Owner of a Lot shall be jointly and severally liable with the lessee to the Association to pay any claim for injury or damage caused by the negligence of the lessee. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.

D. Association's Consent.

- a. Sale of Unit. Provided the procedures established in Article XII, Sections A and B above have been satisfied, the Association's Board of Directors shall consent to the sale of a Unit within twenty (20) days of receipt of written notice from the Unit Owner of the Owner's intent to sell, together with a copy of the executed contract for such sale and purchase, an affidavit specifying the dates of posting and mailing of the notices required in Section B(i), B(ii) and B(iii) above, and any other information the Board of Directors may reasonably request. The consent of the Association's Board of Directors which shall be obtained prior to

the closing of any sale of a Unit, shall be in recordable form. If the Board of Directors fails to act within the time provided, then the Association's Board of Directors shall, nevertheless, thereafter prepare and deliver its written approval in recordable form. No conveyance of title shall be deemed valid without the consent of the Board of Directors.

- b. Lease of a Unit. Any Owner making a lease of a Unit shall submit to the Association a bona fide lease, and any other information required by the Association.
 - i. Executed leases must be received by the Association at least thirty (30) days before the commencement of the lease term. The Association shall approve or disapprove a lease within thirty (30) days of submitting the lease and all other required information to the Association. No lease shall be effective, nor shall occupancy of the Unit be permitted unless the Association has first provided written approval of the lease to the Member. If the lease is not approved, then the lease is deemed denied. If the lease is denied, then it shall be void. The Board's determinations shall be final.
 - ii. Leases shall be subject to the provisions in the Association's "governing documents", as amended from time to time.

E. Capital Contribution.

Upon a party purchasing and acquiring ownership of a Unit, excluding transfers of such Unit as a result of death, divorce, or for estate planning purposes only, such new Owner shall be immediately liable and responsible to pay, at closing of such Unit, to the Association the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) as a one-time capital contribution.

2. Article XIV of the aforesaid Declaration is amended as follows:

XIV

MAINTENANCE AND ALTERATIONS

A. [language unchanged]

B. After the completion of the improvements included in the Common Elements contemplated by this Declaration and amendments thereto, there shall be no substantial alteration or further improvement of Common Elements without prior approval in writing by ~~three-fourths (3/4)~~ two-thirds (2/3) of the Unit Owners of all the Units, the Property Owners Association, and the Property Owners Association's Design Control Board. There shall be no change in the shares and rights of Unit Owner in the Common Elements altered or further improved.