

CFN 20180082812

OR BK 29689 FG 0838 RECORDED 03/05/2018 12:32:40 Palm Beach County, Florida Sharon R. Bock, CLERK & COMPTROLLER Pas 0838 - 842; (5pas)

Prepared by and Return To:

Peter C. Mollengarden, Esquire Kaye Bender Rembaum, P.L. 9121 N. Military Trail, Suite 200 Palm Beach Gardens, FL 33410

SPACE ABOVE THIS LINE FOR PROCESSING DATA

CERTIFICATE OF AMENDMENT TO THE DECLARATIONS OF CONDOMINUIM FOR ALL LAKE CLARKE GARDENS CONDOMINIUMS

WHEREAS, the DECLARATIONS OF CONDOMINIUM FOR LAKE CLARKE GARDENS CONDOMINIUMS have been duly recorded in the Public Records of Palm Beach County, Florida, as follows:

Official

	Official	
	Records Book	<u>Page</u>
No. 2 Lake Clarke Gardens Condominium	1646	663
No. 3 Lake Clarke Gardens Condominium	1657	193
No. 4 Lake Clarke Gardens Condominium	1674	336
No. 5 Lake Clarke Gardens Condominium	1697	1201
No. 6 Lake Clarke Gardens Condominium	1799	1511
No. 7 Lake Clarke Gardens Condominium	2056	1
No. 8 Lake Clarke Gardens Condominium	1632	1201
No. 9 Lake Clarke Gardens Condominium	1530	167
No. 10 Lake Clarke Gardens Condominium	1730	716
No. 12 Lake Clarke Gardens Condominium	1969	854
No. 14 Lake Clarke Gardens Condominium	1978	522
No. 15 Lake Clarke Gardens Condominium	1772	1573
No. 16 Lake Clarke Gardens Condominium	1761	1201
No. 17 Lake Clarke Gardens Condominium	1739	1733
No. 18 Lake Clarke Gardens Condominium	. 1726	401
No. 19 Lake Clarke Gardens Condominium	1712	93
No. 20a Lake Clarke Gardens Condominium	1863	509
No. 20b Lake Clarke Gardens Condominium	2008	1516
No. 21 Lake Clarke Gardens Condominium	1786	583
No. 22 Lake Clarke Gardens Condominium	1818	128
No. 23 Lake Clarke Gardens Condominium	1833	1309
No. 24 Lake Clarke Gardens Condominium	1877	640
No. 25 Lake Clarke Gardens Condominium	1896	1881
No. 26 Lake Clarke Gardens Condominium	1920	874

WHEREAS, at a duly called and noticed special meeting of the unit owners of Lake Clarke Gardens Condominium, Inc. (the "Association"), held on January 25, 2018, which was

adjourned and reconvened on February 13, 2018, the membership approved the attached amendment to the Declarations of Condominiums set forth above.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declarations is a true and correct copy of the amendment as amended by the membership:

(Please see Exhibit "I" for the Amendment to the Declarations of Condominium For All Lake Clarke Gardens Condominiums)

*	•
WITNESS my signature hereto this 21 day florida.	of Lebruary, 2018, at Palm Beach County,
WITNESSES	LAKE CLARKE GARDENS
	CONDOMINUIM, INC.
	an short all
	By: Ments field
Signature Witness No. 1	President
Nigrole Wave	Ellen M. VARELLA
(PRINT NAME) Witness No. 1	(PRINT NAME)
1 DA P	By: Kuom dans
Signature Witness No. 2	Secretary
Digitature Withess 140. 2	Societary
ROVA NABISCO	By: KUDME Saus Secretary JEROME SAUVE
(PRINT NAME) Witness No. 2	(PRINT NAME)
STATE OF FLÖRIDA	
) SS	•
COUNTY OF PALM BEACH)	
The foregoing instrument was acknowledge	red before me this 21 day of Florand
2018, by Ellen Vavella, as P	resident, and Vyzage Save, Jas
Secretary, of LAKE CLARKE GARDENS CO	NDOMINUM, INC., a Florida not-for-profit
corporation, on behalf of the corporation. They a	
as identificat	ion and did/take an oath. //
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$\mathcal{I}_{\mathcal{A}}$	My / Winana / Tex
Notar ·	y Public, State of Florida at Large
No One in the Parket of A	/
My Commission Expires: 1/5/22	,
MARY ALESSANDRA HALL	
Notary Public – State of Florida Commission # GG 142579	
My Comm. Expires Jan 5, 2022	
Bonded through National Notary Assn.	

EXHIBIT "1"

AMENDMENT TO THE DECLARATIONS OF CONDOMINIUM FOR ALL LAKE CLARKE GARDENS CONDOMINIUMS

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

XIII

USE AND OCCUPANCY

The owner of a unit shall occupy and use his apartment as a single family private dwelling, for himself and adult members of his family and his social guests, and for no other purpose, including business purposes. Therefore, the leasing of units to others as a regular practice for business, speculation, 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 Subject to the provisions of Article XI and this Article XIII of this Declaration an owner may lease his unit to a specified lessee for a period of not less than three (3) consecutive months nor more than six (6) consecutive months in any twelve (12) month period measured from the commencement of the most recent lease term and such restriction shall not be affected if a lease terminates prematurely as a result of the lessee vacating the unit or otherwise. In no event may a unit be leased earlier than two (2) years after the transfer of ownership of that unit or an interest therein, except in the instance of the demise of a unit owner during the period prior to the settlement of that owner's estate, and excepting units transferred to trusts for estate or financial planning purposes. Notwithstanding the foregoing, there shall be no limitations or restrictions on the leasing or rental of a unit by the Association with respect to any unit the Association owns. In the case of inheritance of a unit by persons under age fifty-five (55) the heir(s) shall be permitted to rent out the unit in accordance with our rental regulations, but such heir(s) under age fifty-five (55) shall not be permitted to occupy the unit as (a) permanent resident(s). Temporary occupancy for estate settlement purposes shall be limited to a term of three months. No subleasing of a unit may shall be permitted, nor may individual rooms be rented or transients accommodated. The Board of Directors may require that a substantial uniform lease form be used for those leases it approves, or may alternatively require any modification of the lease form for such leases. No unit may be leased without the prior approval of the Board of Directors of the Association or its designee. Any unit owner desiring to lease his/her/their unit must submit to the Association such application, information and materials regarding the proposed lease, lessee(s) and all proposed occupants of the unit as required by the Board of Directors from time to time. Within thirty (30) days of receipt of the application and all information, materials and fees required by the Association, the Association must approve or disapprove the proposed lease for good cause. The Board of Directors or its designee may require that the proposed lessee(s) and all proposed occupants be personally interviewed at the Lake Clarke Gardens community. In such event, the aforesaid thirty (30) day period shall not commence until the completed application and all information, materials, fees and personal appearances have been received or occurred. A renewal or extension of a lease shall be considered a new lease subject to the prior approval of the Board of Directors or its designee. The Board of Directors may also require the prospective lessee provide the Association a security deposit up to the maximum amount allowed by law from time to tome to protect against damage to the common elements and Association property. Payment of interest, claims against the deposit, refunds and disputes shall be handled in accordance with Part II, Chapter 83, Florida Statutes. If the security deposit is required, the time period to approve or disapprove the lease shall not commence until the deposit and the above referenced application, information, materials, fees and appearances have been received or occurred.

The owner or lessee 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 for his social guests, and for no other purpose. Inasmuch as Lake Clarke Gardens Condominium community is designed and intended as an adult community, to provide housing primarily for residents who are fifty-five (55) years of age or older, 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 a period not to exceed thirty (30) days cumulatively in any twelve (12) month period. No person under fifty-five (55) years of age shall be permitted to purchase, own or lease a unit, unless such person is a member of the immediate family of a person fifty-five (55) years of age or older who has an ownership interest in such unit. At least one person fifty-five years of age or more must be a permanent occupant of each dwelling unit, while any person occupies said dwelling unit. Persons under the age of fifty-five (55) years and more than fifteen (15) years of age may occupy and reside in a dwelling unit as long as one of the permanent occupants is fifty-five (55) years of age or older.

Occupants in any unit, other than temporary guests for a period not to exceed thirty (30) days cumulatively in any twelve (12) month period, shall be no more than two (2) in a single bedroom unit or four (4) in a two (2) bedroom unit.

No guest shall occupy a unit in the absence of the owner or lessee of the unit for a period in excess of thirty (30) days cumulatively in any twelve (12) month period. An owner or lessee of a unit permitting a guest to occupy the unit in his absence shall register with the Association, prior to such occupancy, the name of the guest, the intended period of the occupancy, and any other information the Association may reasonably require.

The owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise; nor shall

the unit owner commit or permit any nuisance, immoral or illegal act in or about the Condominium property.

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

The unit owner shall not cause anything to be hung, displayed or placed on the exterior walls, doors or windows of the building. No clothes line or similar device shall be allowed on any portion of the Condominium property.

No person shall use the common elements or any part thereof, or a condominium unit, or the condominium property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time may be promulgated by the Association.

The initial Rules and Regulations are captioned "Building Rules and Regulations", and are as set forth in the Bylaws of the Association, which are annexed hereto as Exhibit No. 2. The said Building Rules and Regulations shall be deemed effective until amended, as provided in the Bylaws.

No amendment to this Article shall operate to retroactively invalidate any lease or occupancy of a unit which was valid upon the effective date of the amendment. A renewal of a unit lease shall not be considered a new lease for the purpose of this Article.