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**CERTIFICATE OF AMENDMENT TO THE DECLARATIONS OF
CONDOMINIUM OF CONDOMINIUMS 1 THROUGH 7 OF THE OCEAN AT THE
BLUFFS SOUTH**

WHEREAS, the Declaration of Condominium of Condominium 1 of The Ocean at the Bluffs South was recorded in Official Records Book 4732, Page 0139, of the Public Records of Palm Beach County, Florida, and subsequently amended; and

WHEREAS, the Declaration of Condominium of Condominium 2 of The Ocean at the Bluffs South was recorded in Official Records Book 4736, Page 0237, of the Public Records of Palm Beach County, Florida, and subsequently amended; and

WHEREAS, the Declaration of Condominium of Condominium 3 of The Ocean at the Bluffs South was recorded in Official Records Book 4741, Page 1480, of the Public Records of Palm Beach County, Florida, and subsequently amended; and

WHEREAS, the Declaration of Condominium of Condominium 4 of The Ocean at the Bluffs South was recorded in Official Records Book 4760, Page 1936, of the Public Records of Palm Beach County, Florida, and subsequently amended; and

WHEREAS, the Declaration of Condominium of Condominium 5 of The Ocean at the Bluffs South was recorded in Official Records Book 4767, Page 0520, of the Public Records of Palm Beach County, Florida, and subsequently amended; and

WHEREAS, the Declaration of Condominium of Condominium 6 of The Ocean at the Bluffs South was recorded in Official Records Book 4771, Page 1886, of the Public Records of Palm Beach County, Florida, and subsequently amended; and

WHEREAS, the Declaration of Condominium of Condominium 7 of The Ocean at the Bluffs South was recorded in Official Records Book 4777, Page 0742, of the Public Records of Palm Beach County, Florida, and subsequently amended; and

WHEREAS, the Declarations of Condominium of Condominiums 1 through 7 and subsequent amendments are hereinafter collectively referred to as the "Declarations".

WHEREAS, the Declarations provide for amendment of the Declarations, as set forth herein.

NOW THEREFORE, the Declarations are hereby amended as follows
(additions to prior language are reflected by underlining, and deletions of prior language are struck through):

Amendment #1

Article XVI, Paragraph B(4) and (5) of the Declaration ("Assessments") shall be amended, to read in their entirety as follows:

"4. It is specifically acknowledged that the provisions of Section 718.116(6) of the Act, as amended from time to time, are applicable to the Condominium, and further, in the event a first Mortgagee with a mortgage recorded on or before the date of recording this Amendment, obtains title to an Apartment by a deed in lieu of foreclosure or foreclosure of its mortgage, such Mortgagee, its successors and assigns shall not be liable for accrued Assessments or Common Expenses which became due prior to such acquisition of title unless such accrued Assessment or Common Expenses are secured by a claim of lien for Assessments that is recorded prior to the recording of the mortgage for which is the subject of the a deed is given in lieu of foreclosure or foreclosure of the mortgage. Assessments that are not secured by a claim of lien recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure shall be cancelled as to such Apartment, effective with the passage of title to such Mortgagee. In the event a first Mortgagee with a mortgage recorded after the date of recording this Amendment, obtains title to an Apartment by a deed in lieu of foreclosure or foreclosure of its mortgage, such Mortgagee, its successors and assigns shall be liable for any installments of Assessments thereafter becoming due and shall also be liable for any amounts due toward Assessments from prior to acquisition of title as are required in accordance with Chapter 718 of the Florida Statutes, as such Chapter may be amended from time to time.

5. ~~No~~ The Association's lien for Assessments under the Act or under the Condominium Documents, once recorded in shall be effective until recorded amongst the Public Records of Palm Beach County, Florida, is effective from and shall relate back to the date on which the original Declaration was recorded.

Amendment #2

Article XII, Section A of the Declaration ("Occupancy and Use Restrictions") shall be amended, to read in its entirety as follows:

"A. The Apartments shall be used for single-family residences only. No separate part of an Apartment may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No Apartment may be rented more than twice in any twelve (12) month period or for a term of less than four (4) months. In addition, the following restrictions shall be applicable only to Apartment Owners acquiring title after the date of recording this Amendment (but shall not apply to any Apartment owned by the Association), unless specifically provided otherwise below:

1. The Apartment shall not be leased or rented for at least one (1) full year from the date of acquiring title, but the following transfers of ownership from an Apartment Owner who held title prior to the date of recording this Amendment are exempt from the restriction stated in this subsection (1):

(i) transfer by inheritance;

(ii) transfer to a trust for tax or estate planning purposes;

(iii) transfer to a first mortgagee that acquires title by foreclosure or deed in lieu of foreclosure;

(iv) transfer to the association that acquires title by foreclosure or any other conveyance; or

(v) those transfers required to be exempted by operation of law.

2. No more than twenty percent (20%) of the total number of Apartments may be rented at any one time. If there are more than 20% of the Apartments rented and an Apartment Owner who acquired title after the date of recording this Amendment wishes to rent his/her Apartment, then he/she shall be added to a Waiting List upon written request and shall be given the option to rent his/her Apartment in order of priority only if and when the total number of rented Apartments is below 20%. An Apartment Owner on the Waiting List shall have three (3) months to rent their Apartment from the date of notification from the Association, and the failure to produce a lease within that timeframe shall forfeit the Owner's right to rent the Apartment.

3. Notwithstanding the above, the Board of Directors, in their sole discretion, may otherwise approve a lease for hardship reasons only, but only for a maximum of one (1) year and only if the Apartment Owner provides satisfactory documentation requested by the Board to confirm the hardship."

Amendment #3

A new Subsection F is hereby added to Article XIV of the Declaration ("Sales, Leases, Mortgages and Conveyances"), as follows:

"F. Limitations on Transfers.

Notwithstanding anything to the contrary above or stated herein, no Apartment Owner may dispose of his or her Apartment or any interest therein other than to:

1. No more than two natural persons, none of which hold an ownership interest in more than one other Apartment;
2. The Association;
3. Trustees of trusts where the trust is created for a natural person's estate and/or his or her tax planning purposes, and the trust beneficiary(ies) is(are) the Apartment occupant(s); or
4. An Institutional Mortgagee of an Apartment taking title to that Apartment pursuant to foreclosure or a deed in lieu of foreclosure of its mortgage.

If other than one or two natural persons are an Apartment Owner, then said Apartment Owner shall, prior to the purchase or transfer of such Apartment, designate the single-family which is to be the permanent occupant of such Apartment. The designated family shall not be changed whether in substitution of or in addition to the family initially designated, except with the written approval of the Association."

Amendment #4

A new Subsection F is hereby added to Article XII of the Declaration ("Occupancy and Use Restrictions"), as follows:

"F. Preventative Maintenance/Replacement of Appliances. On an annual basis, each Apartment Owner must have a licensed contractor or inspector inspect their Apartment's water heater, clothes dryer, clothes dryer vent, smoke alarm, washing machine, dishwasher, and any malfunctioning toilets or sinks, including appliance supply and distribution hoses, pipes, valves, wires or any other components, for signs of rust, decay and/or leakage. The Apartment Owner shall replace the appliance and components as necessary to avoid damage to the Condominium. When a water heater is replaced, if the main water supply valve is not a ball "arm" valve, then the Apartment Owner must install a ball valve. Repairs, replacement, and inspection must be by a properly licensed contractor and permitted as required by law and the Palm Beach County Code. The Apartment Owner shall be required to provide the Association with proof of inspection, upon request by the Association."

Except as otherwise expressly set forth herein, the terms and conditions of the Declarations as previously amended, are hereby reaffirmed.

It is hereby certified that the foregoing Amendments were approved by the affirmative vote of not less than a majority of the members' votes cast at a members' meeting and by a majority vote of the Board of Directors, pursuant to Article XXIV, Paragraph A(2) of the Declarations.

IN WITNESS WHEREOF, the undersigned President and Secretary have executed this Certificate of Amendment this 14 day of APRIL, 2017.

**THE OCEAN AT THE BLUFFS SOUTH
CONDOMINIUM ASSOCIATION, INC.,
a Florida Not-for-Profit Corporation**

Witnesses:

[Signature]
(signature)
Lucy Dabbs
(printed name)

By: [Signature]
John E. Baldwin, President

[Signature]
(signature)
Desiree Burlingame
(printed name)

[Signature]
(signature)
Lucy Dabbs
(printed name)

Attest: [Signature]
Mollie Prager, Secretary

[Signature]
(signature)
JAMES HOTCHKISS
(printed name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14 day of April, 2017 by John Baldwin, as President, and MOLLIE PRAGER, as Secretary, respectively, of THE OCEAN AT THE BLUFFS SOUTH CONDOMINIUM ASSOCIATION, INC., who are personally known to me or have produced _____ as identification and who did take an oath.



MICHELLE DEANGELIS
MY COMMISSION # GG 013229
EXPIRES: November 19, 2020
Bonded Thru Budget Notary Services

(Notary Seal)

[Signature]
Michelle DeAngelis

Notary Public
State of Florida
My Commission Expires:

11/19/20