

CFN 20160355791

This instrument prepared by:
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OR BK 28619 FG 0459 RECORDED 10/11/2016 12:51:15 Palm Beach County, Florida Sharon R. Bock, CLERK & COMPTROLLER Pss 0459 - 461; (3pss)

# CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS AND RESTRICTIONS FOR GRAMERCY SQUARE

LHEREBY CERTIFY that the Amendments to the Declaration attached as Exhibit "I" to this Certificate were duly adopted as the Amendments to the Declaration of Conditions, Covenants, Easements and Restrictions For Gramercy Square Homeowners' Association Inc., ("Declaration"). The Amendments to the Declaration were approved by the members by written consent in lieu of a meeting pursuant to Florida Statutes, Section 617.070 The original Declaration of Covenants and Restrictions for Gramercy Square Homeowners' Association, Inc., seconded in Official Record Book 21759, at Page 1340; et seq., of the Public Records of Palm Beach County, Florida.

DATED this & play of October 2016	
Signed in the presence of Witnesses as to Both:  By: Signature of First Witness	Association: GRAMERCY SQUARE HOMEOWNERS' ASSOCIATION, INC.
By: Andrea Lazarus (®	By:   Jay   X
Print Name of First Witness	Bart Galetta, President
Dem Blistern @	
Signature of Second Witness	
By: Deba A Petersen	By: allientaga
Print Name of Second Witness	Allison Lazarus, Secretary
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STATE OF FLORIDA )	

#### COUNTY OF PALM BEACH )

BEFORE ME, personally appeared Bart Galetta as President and Allison Lazarus, as Secretary of Gramercy Square Homeowners' Association, Inc., known to me to be the individuals who executed the foregoing instrument. Both acknowledged to and before me that he as President and she, as Secretary of the Association, executed such instrument with due and regular corporate authority and that said instrument is the free act and deed of the Association. They did not take an oath.

**SEAL** 

Notary Public, State of Florida at Large

ELAINE RIVAS

Notary Public - State of Florida

My Comm. Expires Apr 26, 2018

Commission # FF 079925

Bonded Through National Notary Assn.

## **EXHIBIT "I"**

## FOLLOWING ARE THE AMENDMENTS TO THE

FOR GRAMERCY SQUARE

Language that is added is identified by an <u>underline</u>. Language that is <del>deleted</del> is identified by a <del>strikethrough</del>

ARTICLE VIII; CERTAIN RESTRICTIONS

Section R. Ceasing. No lease may be made for any Lot or Unit for less than twelve (12) months and all leases must be in writing and approved in writing by the Association.

Approval by the Association shall include an interview with prospective lessee and all occupants are subject to the approval process regardless of when they move into the Unit. The Association shall have the right to collect an application fee at the highest amount permitted by law and to require a background and /or credit check. The Association shall have the right to promulgate criteria for accepting or denying a Lease and shall have the right to promulgate rules and regulations governing theses. The Association has no obligation to find a substitute lessee for any Unit for which it denies a Lease for good cause. Good cause shall be as determined by the Association in its sole discretion and shall include, at a minimum, the item listed below.

The Association shall approve or deny a Lease within thirty (30) days of receipt of all requested documentation or the Lease will be deemed approved. Maximum length of any lease is twelve (12) months.

Except for Units owned by the Association, not more than 45 Units or a maximum of thirty percent (30 %) of the Units may be leased at the same time. In the event the maximum numbers of Units are leased, a waiting list will be created and maintained by the Association. Any change of Lessee shall require that Unit to move to the bottom of the waiting list. A Unit Owner shall have no claims or cause of action against the Association or any other Unit Owner based on a Unit's position on the waiting list. All disputes regarding a Unit's position on the waiting list shall be resolved by the Board and the Board's decision shall be conclusive.

Except for Units owned by the Association, no Unit shall be leased until twelve (12) months after transfer of ownership unless transfer is for bona fide estate planning purposes and / or in the case of an inheritance. Upon Sale of a Unit with an existing lease, the twelve (12) months shall commence upon expiration of the existing lease. All leases of a Unit must be in writing and specifically be subject to this Declaration, the Articles and the Bylaws, and any rules or regulations promulgated by the Association ("Governing Documents") with a copy of the lease and all required applications delivered to the Association prior to occupancy by the tenant(s). The Association shall have the right to evict any Lessee that fails to comply with the Governing Documents of the Association,

#### **EXHIBIT "I"**

Good cause to deny a Lease, as referred to above, shall exist under the following circumstances and any other criteria as approved by the Board of Directors

Ta addition to a credit score that is less than 650 the following shall be considered Good Cause for exisapproving a sale or a lease:

- Person or Persons seeking approval shall include all proposed occupants and / or any subsequent occupants.
- (ii) The application for approval on its face, or subsequent investigation thereof, indicates that the Person or Persons seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium;
- (iii) The Person or Persons seeking approval has/have been convicted of a felony within the last ten (10) years:
- (iv) The Person or Persons seeking approval has/have a record of financial irresponsibility, including, without limitation, prior bankruptcies, foreclosures or bad debts;
- (v) The owner allows a prospective owner or tenant to take possession of the premises prior to approval by the Association as provided herein and / or the Unit Owner has a history of not including all proposed Persons when obtaining prior approval from the Association;
- (vi) The Person or Persons seeking approval has/have a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit:
- (vii) The Person or Persons seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;
- (viii) The Unit Owner requesting the transfer has had fines assessed against him or her which have not been paid and / or all assessments and other charges against the unit have not been paid in full.
- (ix) Unit Owner requesting the transfer or is otherwise in violation of any provisions of the governing documents.

### **EXHIBIT "I"**