

CERTIFICATE OF AMENDMENT
OF
DECLARATION OF CONDOMINIUM
OF
HARBOR TOWERS CONDOMINIUM
DATED JANUARY 9, 1969 AND RECORDED
JANUARY 10, 1969 IN OFFICIAL RECORD
BOOK 1965, AT PAGE 902, PUBLIC RECORDS
OF PALM BEACH COUNTY, FLORIDA

Article XI Use Restrictions Paragraph A Now Reads As Follows:

A. Dwelling Units. Each of the dwelling units shall be occupied only by a family, its servants and guests, as a residence and for no other purpose. Except as reserved to the Developer, no dwelling unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the dwelling units being affected.

PROPOSED CHANGES.

A. Dwelling Units. Each of the dwelling units shall be occupied only by a family, its servants and guests, as a residence and for no other purpose. No dwelling unit may be divided or subdivided into smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show changes in the dwelling units being affected. Most dwelling units have been and intended to be occupied and operated for adults where at least 80% of the dwelling units have one person 55 years or older but not limited to heirs, devisees or spouses or permanent residents at the effective date of this provision. Significant facilities shall be provided to meet the physical and social needs of older persons in order to meet the intent and be exempt from the provisions of the Fair Housing Amendment Act of 1988.

Paragraph D Reads As Follows:

D. Children. Children under the age of sixteen (16) years shall not occupy a private dwelling for a period to exceed thirty (30) days consecutively in any calander year.

PROPOSED CHANGE:

D. Children. Children under the age of sixteen (16) years shall not occupy a private dwelling unit for a period to exceed thirty (30) days total in any one (1) year period.

Paragraph G Reads As Follows:

G. Leasing. After approval by the Association elsewhere required, entire dwelling units must be rented, provided the occupancy is only by the leasee and his family, servants and guests. No rooms may be rented and no transient tenants may be accommodated.

PROPOSED CHANGE:

G. Leasing. After approval by the Association elsewhere required the entire dwelling unit may be leased by a new owner after a period of one (1) year from date of sale and not more than two (2) times in one (1) calendar year and for a period not less than six (6) months. Dwelling units acquired through inheritance, gifts or devisees are excluded from the one (1) year waiting period for leasing, however are subject to leasing restrictions described herein. No rooms may be rented and no transient tenants may be accomodated.

Prepared by R. F. McCormick
907 Marina Dr.
North Palm Beach, Fl.
33408

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ARTICLE XII "MAINTENANCE OF COMMUNITY INTERESTS" PARAGRAPHS 1, 2, 3, 4 & 5
NOW READ AS FOLLOWS:

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the dwelling units, the transfer of dwelling units by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists and the apartment building is in useful condition, which provisions each dwelling unit owner covenants to observe:

A. Transfers Subject to Approval.

1. Sale. No dwelling unit owner may dispose of a dwelling unit or any interest in a dwelling unit by sale without the approval of the Association, except to another dwelling unit owner.
2. Lease. No dwelling unit owner may dispose of a dwelling unit, or any interest in a dwelling unit, by lease without the approval of the Association, except to another dwelling unit owner.
3. Gift. If any dwelling unit owner shall acquire his title by gift, the continuance of his ownership of his dwelling unit shall be subject to the approval of the Association.
4. Devise or inheritance. If any dwelling unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his dwelling unit shall be subject to the approval of the Association.
5. Other transfers. If any dwelling unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his dwelling unit shall be subject to the approval of the Association.

Proposed Changes:

Add the following at end of paragraphs 1 to 5.

And subject to provisions outlined in Article XI Paragraphs A and G.

Paragraph (a) of B1 now reads as follows:

1. Notice to Association.

- a. Sale. A dwelling unit owner intending to make a bona fide sale of his dwelling 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 and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the dwelling unit owner's option may include a demand by the dwelling unit owner that the Association furnish a purchaser of the dwelling 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.

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PROPOSED CHANGE:

- (a) Sale. A dwelling unit owner intending to make a bona fide sale of his dwelling unit or any interest therein shall give to the Association notice of such intention together with the name and address of the intended purchaser and such other information concerning the intended purchaser the Association may reasonably require. The Board of Directors shall meet with the intended purchaser within a reasonable time and either approve or disapprove the proposed transaction without violating the minimum 80% 55 years or older provision outlined in Paragraph A Article XI covering "Use Restrictions". A fee of \$50.00 payable to Harbour Towers Association shall be paid by the seller prior to the meeting and is not refundable in the event of disapproval. The dwelling unit owner may at his option include in the notice of the proposed sale a demand that the Association furnish a purchaser of the dwelling 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.

Paragraph b of B1 now reads as follows:

- b. Lease. A dwelling unit owner intending to make a bona fide lease of his dwelling unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

PROPOSED CHANGE:

- (b) Lease. A dwelling unit owner intending to make a bona fide lease of his dwelling unit or any interest therein 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 an executed copy of the proposed lease. The Board of Directors shall meet with the intended lessee within a reasonable time and either approve or disapprove the proposed lease without violating the minimum 80% of 55 years or older provision outlined in Paragraph 'A' Article XI covering "Use Restrictions". A fee of \$50.00 payable to Harbour Towers Association shall be paid by the dwelling unit owner and is not refundable in the event of disapproval.

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IN WITNESS WHEREOF, the said Association has caused this Certificate to be signed in its name by the President and its corporate seal to be hereunto affixed and attested by its Secretary, this 31 day of January, 1990.

Witnesses:

Nancy B. Marsh

Edward K. Eske

HARBOUR TOWERS CONDOMINIUM
ASSOCIATION OF NORTH PALM
BEACH, INC.

By Robert McCormick
Robert McCormick, President

Attest:

Margaret T. Kane
Margaret T. Kane, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that before me personally appeared ROBERT MC CORMICK, and MARGARET T. KANE, President and Secretary respectively of HARBOUR TOWERS CONDOMINIUM ASSOCIATION OF NORTH PALM BEACH, INC., a corporation existing under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and the said Margaret T. Kane further acknowledged that she affixed the official seal of the said corporation and that said instrument is the act and deed of the said corporation.

WITNESS my hand and official seal this 31 day of January, 1990

Francis A. Marwick
Notary Public, State of Florida at Large

My commission expires Notary Public, State Of Florida At Large
My Commission Expires Sept. 3, 1990
Bonded By SATCO Insurance Company of America

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT