

Prepared By:
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Law Offices of Stabler and Baldwin
5405 Okeechobee Blvd., Ste. 202
West Palm Beach, FL 33417

CERTIFICATE OF AMENDMENT TO THE
1999 UCO MODEL DOCUMENTS
CENTURY VILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM OF
ANDOVER C CONDOMINIUM, INC.

WHEREAS, the Declaration of Condominium for Andover C Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 1912 at Page 919; and

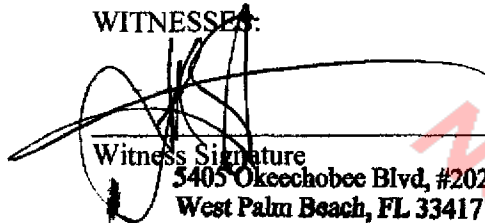
WHEREAS, the 1999 UCO Model Documents Century Village, West Palm Beach for Andover C Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 11019 at Page 755; and

WHEREAS, the By-Laws for Andover C Condominium Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Andover C Condominium Association, Inc., a Florida not-for-profit corporation, held January 26, 2024, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration of Condominium and By-Laws.

NOW, THEREFORE, the undersigned on this 16 day of February, 2024, hereby certify that the following amendments to the Declaration of Condominium and By-Laws are a true and correct copy of the amendments as amended by the membership.

WITNESSES:


Witness Signature
5405 Okeechobee Blvd, #202
West Palm Beach, FL 33417

Address

Ted Stabler
Print Name


Witness Signature
5405 Okeechobee Blvd, #202
West Palm Beach, FL 33417

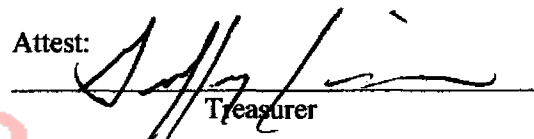
Address

Rachelle Silva
Print Name

ANDOVER C CONDOMINIUM
ASSOCIATION, INC.

By: Maie Farina
President

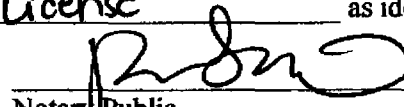
Attest:


Treasurer

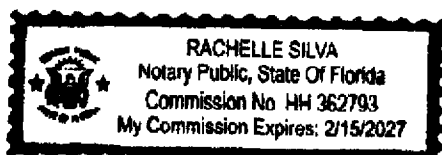
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 of February 2024 by _____, who is personally known to me or who has produced Driver's License as identification

(Notary Seal)


Notary Public

Rachelle Silva
Name typed, printed or stamped
My Commission Expires: 4/15/27



ARTICLE XIII

USE AND OCCUPANCY

The owner 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 his social guests, and for no other purpose. Unless the unit is vacant, at least one permanent occupant must be age fifty-five (55) years of age or older. Otherwise, no person under the age of fifty-five (55) years of age shall be permitted to reside in any of the units or rooms thereof in this condominium, except that children under the age of fifteen (15) may be permitted to visit and temporarily reside for reasonable periods not in excess of 30 days in any calendar year.

The Board, upon application and review, may grant exceptions to occupancy and allow a limited number of persons under the age of fifty-five (55) when the Board finds undue hardship to the applicant.

All prospective owners, lessees or occupants shall be notified of this restriction and must show proof of age. This restriction and its enforcement is not an admission that the condominium in any way engages in interstate commerce or is in any way subject to Federal laws on housing.

A guest shall be considered any occupant who is not a unit owner or approved tenant. There shall be no time limitation on guest occupancy provided the guest occupies the unit with the owner or approved tenant. "Occupancy" by the owner or approved tenant means that the owner or approved tenant is sleeping in the unit overnight and resides in said unit. However, any guest who occupies a unit in excess of thirty (30) days cumulatively in any calendar year with the owner or approved tenant occupying the Unit shall be subject to screening as a tenant. Any guest who occupies a unit in excess of eight (8) days must obtain a Century Village I.D. Card. Guest occupancy in the absence of a unit owner or approved tenant by members of the unit owner's family, defined for purposes of this paragraph as parents, children, siblings and the spouses of the foregoing, shall be limited to a maximum of four (4) weeks per visit who occupies the unit is prohibited. This restriction shall only apply to owners who acquire title after the enactment of this amendment, however, should a unit owner who holds title prior to the enactment of this amendment transfer any interest in a unit, then any such unit shall be subject to this restriction. Notwithstanding the foregoing. Prior to any occupancy of the unit by any guest in the absence of the owner, the owner or approved tenant must provide written notice to the Association of the name or names of the intended guests, the anticipated date of arrival, and the anticipated date of departure.

In no event may more than three (3) persons permanently occupy a one-bedroom unit and no more than four (4) persons may permanently occupy a two-bedroom unit.

Except for trusts established for estate planning purposes, ownership of units and membership is limited to natural persons. Entities, including, but not limited to, corporations, limited liability companies and partnerships may not own units at the Condominium. The foregoing limitation on corporate ownership shall not apply to units owned by the Association or to mortgagees acquiring title to units through foreclosure or deed in lieu of foreclosure. Membership in this Association shall be limited to record owners of units in the Condominium. Transfer of unit ownership, either voluntarily or

by operation of law, shall automatically terminate membership, and the transferee shall automatically become a Member of this Association. If unit ownership is vested in more than one person, all of the persons owning a unit shall be authorized to attend meetings. If unit ownership is vested in a trust or, to the extent permitted by the Declaration, any other entity, the entity may designate a representative or an individual officer or employee to exercise its rights as a Member.

The unit 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 owners commit or permit any nuisance, immoral or illegal acts 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, except:

1. No more than one house cat; or
2. Aquarium fish; or
3. Birds;

provided that they are not kept, bred or maintained for any commercial purposes, and further provided that such house pets causing or creating a nuisance or unreasonable disturbance, shall be permanently removed from the property subject to these restrictions, upon three (3) days written notice from the Board of Directors of the Association.

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the buildings; nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their unit; nor shall they place any furniture or equipment outside their unit, except with the prior written consent of the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung anywhere except in such area as is designated by the Board of Directors. No laundry facilities or equipment shall be permitted in any unit.

No person shall use the common elements or any part thereof, or a Condominium unit, or the Condominium property and recreational facilities, or any part thereof, in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto, as from time to time may be promulgated by the Association. No person shall use the recreational facilities in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto as from time to time may be promulgated by the Lessor under the Long-Term Lease.

The initial Rules and Regulations are as set forth in the By-Laws of the Association, which are annexed hereto as "Exhibit No. 2", and same shall be deemed effective until amended, as provided in the By-Laws.