

This instrument was prepared by:  
**Mark D. Friedman, Esq.**  
Becker & Poliakoff, P.A.  
625 North Flagler Drive - 7<sup>th</sup> Floor  
West Palm Beach, FL 33401  
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE  
1999 UCO MODEL DOCUMENTS FOR  
CENTURY VILLAGE, WEST PALM BEACH FOR ANDOVER E CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Andover E Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 1920, Page 1278; and

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

WHEREAS, at a duly called and noticed meeting of the membership of Andover E Condominium Association, Inc., a Florida not-for-profit corporation, held March 12, 2015, the aforementioned Amended Declaration of Condominium was amended pursuant to the provisions of said Amended Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Amended Declaration of Condominium is a true and correct copy of the amendment as amended by the membership.

**SEE ATTACHED**

\* \* \* \* \*

WITNESS my signature hereto this 23<sup>rd</sup> day of MARCH, 2015, at West Palm Beach, Palm Beach County, Florida.

**Andover E Condominium Association, Inc.**

Natalie Hauptman  
Witness  
Natalie Hauptman  
(PRINT NAME)

By: [Signature]  
Alphonse Shukwit, President

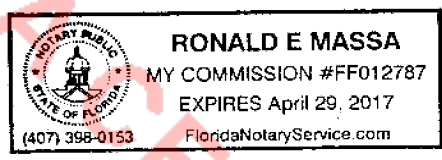
[Signature]  
Witness  
MICHAEL RAYBEL  
(PRINT NAME)

Attest Phyllis Striano  
Phyllis Striano, Secretary

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 23<sup>RD</sup> day of MARCH 2015, by Alphonse Shukwit as President and Phyllis Striano as Secretary, respectively, of Andover E Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced CD/2DS as identification and did take an oath.

[Signature] (Signature)  
RONALD E MASSA (Print Name)  
Notary Public, State of Florida at Large



AMENDMENTS TO THE  
1999 UCO MODEL DOCUMENTS  
CENTURY VILLAGE, WEST PALM BEACH FOR  
ANDOVER E CONDOMINIUM

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~")

ARTICLE XI

PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR  
MORTGAGING OF CONDOMINIUM UNITS

A. SALE OR RENTAL OF UNITS – Association to Have First Right of Refusal.

\* \* \*

The sub-leasing or sub-renting of a unit owner's interest shall be prohibited. The Association or Management Firm, shall have the right to require that a substantially uniform form of Lease be used, or in the alternative, the Board of Directors' approval of the Lease form to be used shall be ~~required~~. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the Lessee, his family and guests. No individual rooms may be ~~rented~~, and no transient tenants may be accommodated. Where a Corporate entity ~~is the owner of a unit~~ it must designate the occupants of the unit as it desires, and for such period of time as it desires, in compliance with the provisions of this Article XI. Additionally, no Condominium unit Owner acquiring title after the effective date of this amendment may lease or rent his or her Condominium unit for a period of twelve (12) months from the date title is acquired. This twelve (12) month period shall run from the date of recording of any instrument transferring any ownership interest in title to the Condominium unit, except for transfers to add members of the Condominium unit owner's immediate family (defined for the purposes of this paragraph as a spouse, parents, or children) as titleholders with the Condominium unit owner or to a trust where such transfers were undertaken for the purpose of estate planning. This restriction shall not apply to Condominium units acquired by the Association while the Condominium units are owned by the Association. If at the time of transfer of any interest in title a Condominium unit is already leased or rented pursuant to a lease or rental agreement entered into by the previous owner, the aforementioned twelve (12) month period during which the Condominium unit may not be leased or rented shall commence at the expiration of the current term of the existing lease or rental agreement which may not be renewed or extended.

\* \* \*

### XIII

#### USE AND OCCUPANCY

The owner of a unit, or a tenant, shall occupy and use his apartment unit as a single family private dwelling, for himself and the adult members of his family, ~~and his~~ Except as noted below for the Unit owner's or tenant's adult children, the unit owner's or tenant's social guests may visit the unit only while he is residing a unit owner or tenant is present and living in the unit (the clause "living in the unit" is defined as the unit owner or tenant, as the case may be, sleeping in the unit overnight each night that the guest is present), who and such visits may be for no greater than thirty (30) days in any twelve (12) month period, cumulatively for all guest visitations. The unit may not be used for any other purpose. Any guest who occupies the unit for longer than thirty (30) days must submit to being screened and approved as an occupant by the Board of Directors or their agent. Such screening may include a background check, including but not limited to a criminal background check. An application fee, of up to the maximum amount permitted by the Condominium Act, as amended from time to time, may be charged in the same manner as for the transfer of a unit. The Board may approve or disapprove such occupant on any reasonable basis. ~~may visit for a maximum of 30 days per year, and for no other purpose. Therefore, the~~ The leasing of units to others as a regular practice for business, speculative, investment, or other similar purposes is not permitted. Only the owner's adult children may occupy the unit in the owners absence, with prior written approval of the Board of Directors. ~~The provisions of this Amendment shall not apply to leases already reviewed and approved by the Association as of the effective date of this Amendment. However, this Amendment shall apply at the expiration of any such existing leases.~~

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. However, the term "undue hardship" will be limited to the surviving spouse of the unit owner, or the adult children of the unit owner who were living in the unit with their parents at the time of their parent's death.

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.

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.

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 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 with the written consent of and subject to the Rules and Regulations adopted for the keeping of said pets, by the Board of Directors; 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.~~

No pets or animals may be kept or brought on any portion of the Condominium property at any time except as permitted herein and subject to the rules and regulations adopted by the Board of Directors. An owner may bring, harbor or keep no more than one (1) indoor cat, and may bring, harbor or keep fish in a tank, provided that the size of the tank may not exceed five (5) gallons. No tenant, guest, invitee or visitor of an owner or approved tenant may bring a pet onto the Condominium property at any time. In addition to the foregoing, the Board may make and amend rules from time to time to impose further restrictions on the keeping and handling of pets on the Condominium property. Permission to have a pet on the Condominium property may be revoked for any violation of the requirements of this provision or the rules adopted by the Board and should any pet on the Condominium property become a nuisance the Board may demand the removal of the pet on three (3) days' written notice.

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.

NOT A CERTIFIED COPY

ACTIVE: 6618058\_1