

This instrument was prepared by:
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(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
1999 UCO MODEL DOCUMENTS
CENTURY VILLAGE, WEST PALM BEACH AMENDED
DECLARATION OF CONDOMINIUM FOR
CAMDEN M CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Camden M Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2057** at Page **751**; and

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

WHEREAS, at a duly called and noticed meeting of the membership of **Camden M Condominium Association, Inc.**, a Florida not-for-profit corporation, held **June 5, 2015**, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration of Condominium.

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

**AMENDMENTS TO THE
1999 UCO MODEL DOCUMENTS
CENTURY VILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM FOR
CAMDEN M 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.**

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ACTIVE: 7283447_2

1. In the event any unit owner wishes to sell, rent or lease his unit, the Association shall have the option to purchase, rent or lease said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lease said unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

2. The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void:

(a) All sales of units except judicial sales conducted pursuant to a judgment of foreclosure held by an Institutional First Mortgagee encumbering a unit or public sales conducted by the Palm Beach County Tax Collector resulting from the failure to pay real property taxes.

(b) All transfers by lease.

(c) All transfers by gift.

(d) All transfers by devise or inheritance.

(e) Any other transfer of title to or possession of a Unit.

(f) All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by the Condominium Act.

(g) All transfers by lease may be conditioned upon the posting of a security deposit not to exceed the maximum amount permitted by the Condominium Act.

3. Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, the Letters of Administration issued to a deceased owner's Personal Representative in the event of a transfer by devise, a copy of the lease in the case of a lease, and a copy of any other documentation pertaining to a proposed transfer and the proposed transferee(s) and all intended occupants as the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed transferee(s) and any other intended occupants of the unit (which may, at the Board's sole discretion, be conducted in person or via real time videoconferencing, internet-enabled video-conferencing, or similar electronic or video communication), and such other and further information about the intended transferees or occupants as the Association may reasonably require. The Association will conduct background investigations and screen all prospective purchasers, tenants, and occupants of

a unit, with such screening being conducted by the Association, UCO, or a third-party screening company hired by either the Association or UCO. Such background investigations will include, but are not limited to criminal, financial, employment, previous housing, and credit background checks. No additional occupants, other than those submitted for screening at the time the notice to the Association is provided pursuant to this section, will be approved for residency at the condominiums operated by the Association until the sales transaction has closed. All additional occupants subsequent to the initial approval must also be submitted to the screening process. Should a unit owner wish to sell, lease or rent his Condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), he shall, before accepting any offer to purchase, sell or lease, or rent, his Condominium Parcel, deliver to the Board of Directors of the Association, a written notice containing the executed lease or purchase agreement and the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, and such other information (to be requested within five days of receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

4. The Board of Directors of the Association, within thirty (30) days after receiving such notice and such supplemental information as is required by the Board of Directors, or Management Firm, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee transfer for good cause, which cause need not be set forth in the notice from the Board of Directors or Management Firm to the unit owner. However, the Association shall not unreasonably withhold its consent to any prospective sale, rental or lease transfer.

(a) If good cause exists for the Association to disapprove a proposed sale, lease, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase, rent or lease the unit. Good cause shall be defined to include the following:

(i) The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because of the restrictions on occupancy or ownership set forth in this Declaration; or

(ii) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony or misdemeanor involving violence to persons at any time or has been convicted of any other felony within the ten (10) years preceding the date of application; or

(iii) For transfers by sale, the person seeking approval intends to purchase the unit without paying at least twenty percent (20%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first

mortgage secured by the unit with a loan to value ratio (based upon the bona fide sale price) in excess of eighty percent (80%) [The provisions of this paragraph (iii) shall not apply to United States military personnel or veterans obtaining loans from the United States Department of Veterans Affairs or similar government agencies, their successors or assigns, which exceed the maximum percentages in this paragraph]; or

(iv) The applicant takes possession of the unit prior to approval by the Association as provided for herein; or

(v) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this condominium or any other condominium or homeowners association as a lessee, guest, owner or occupant of a unit; or

(vi) The unit is being purchased by more than two (2) natural persons in violation of Section B(4) of this Article XI or the unit is being purchased by an entity that is not permitted in violation of Article XIII of this Declaration; or

(vii) The prospective transferees (or one of the prospective transferees, if there is more than one transferee) have:

(a) a history of financial problems or financial irresponsibility as demonstrated by:

(i) a bankruptcy, foreclosure or short sale within the seven (7) years prior to submitting the application to this Condominium; and/or

(ii) one or more of the prospective transferees have, either individually or combined, a history of six (6) or more instances on his or her (or their combined) credit report(s) when creditors advised the credit bureau, in the twelve (12) months prior to the submission of their application to the Association, that the account was paid (30) days or more past the due date established for that account.

(viii) The applicant fails to comply with the requirements of Section A(3) of this Article XI.

5. All liens against a unit shall be subordinate and inferior to the Association's lien for assessments, regardless of the date of recordation of the Association's claim of lien, except to the extent otherwise required by law. Any first mortgage or other liens which become first mortgages which involve an outstanding balance which exceeds eighty percent

(80%) of the fair market value of the unit at the time the mortgage is recorded shall be subordinate and inferior to the Association's claim of lien to the extent the mortgage balance exceeds eighty percent (80%) of the fair market value of the unit at the time of recordation of the mortgage. The provisions of this paragraph 5 shall not apply to United States military personnel or veterans obtaining loans from the United States Department of Veterans Affairs or similar government agencies, their successors or assigns, which exceed the maximum percentages in this paragraph;

6. Failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent transfer said interest pursuant thereto, to the prospective purchaser or tenant transferee named therein, within ninety (90) days after his notice was given.

7. The consent of the Board of Directors of the Association ~~or the Management Firm~~ shall be in recordable form, signed by two Officers of the Association, ~~or the Management Firm~~, and shall be delivered to the purchaser or lessee transferee. Should Board of Directors fail to act, as herein set forth and within the time provided herein, the Board of Directors of the Association ~~or the Management Firm~~ shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form, as aforesaid and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors ~~or Management Firm~~ as herein set forth.

8. 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 permitted Corporate entity or a Corporate entity which owned a unit prior to the date these amendments were recorded 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) consecutive 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) consecutive month period during which the Condominium unit may not be leased or rented shall commence

upon the expiration of the current term of the existing lease or rental agreement which may not be renewed or extended.

9. No lease of any unit shall be less than six (6) months and no unit may be leased more than once in a twelve (12) month period. ~~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.~~

B. MORTGAGE AND OTHER ALIENATION OF UNITS

1. Units may only be financed by institutional mortgagees. For purposes of this paragraph, the term "Institutional Mortgagee" means the owner and holder of a mortgage encumbering a Condominium unit which owner and holder of said mortgage is a bank, a life insurance company, a federal or state savings and loan association, a real estate or mortgage investment trust, a credit corporation having in excess of Fifty Million Dollars, a federal or state agency, the United States Department of Veterans Affairs, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and similar agencies, their successors and assigns. Other entities and/or individuals are prohibited from financing units at Camden M Condominium. The Association shall deny any sale or transfer of a Condominium unit if a non-institutional mortgagee will be holding the mortgage. Unit owners are prohibited from refinancing or taking out an equity line of credit on his or her unit with a non-institutional mortgagee. A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association or Management Firm, except for a first mortgage to an Institutional Mortgagee, as hereinbefore defined. The approval of any other mortgagee may be conditioned upon the mortgage holder subordinating the mortgage behind the Association's lien rights for unpaid assessments or upon conditions determined by the Board of Directors of the Association or Management Firm, and said approval, if granted, shall be in recordable form, executed by two Officers of the Association or Management Firm.

2. After judicial sale of a unit, or any interest therein, through foreclosure or other judicial process, the sale and purchaser must still be approved by the Association or Management Firm, which approval shall be in recordable form, executed by two Officers of the Association or Management Firm, and delivered to the purchaser.

3. Any sale, mortgage or lease transfer, which is not authorized pursuant to the terms of the Declaration, shall be void, unless subsequently approved by the Board of Directors of the Association or Management Firm, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

4. ~~The foregoing provisions of this Article XI shall not apply to transfers by a unit owner to any member of his immediate family (viz: spouse, children or parents.)~~ Title to a unit may not be held in the name of more than two (2) natural persons. No person or permitted entity (other than the Association or a Mortgagee taking title by foreclosure or deed

in lieu of foreclosure) may own or have any ownership interest, directly or indirectly, jointly or individually, in more than two (2) units in the Condominium operated by the Association including, without limitation, individually, jointly or through his or her spouse or domestic partner, a "straw man", or otherwise or a corporate entity as a partner, officer, director, shareholder, trustee, beneficiary or employee of any partnership, corporation, company, trust or any type of entity owning any ownership interest in or to a unit. Such additional transfers shall be considered void.

The phrase "sell, rent, or lease", in addition to its general definition, shall be defined as including the transferring of a unit owner's interest by gift, devise or involuntary or judicial sale.

In the event a unit owner dies ~~and his unit is conveyed or bequeathed to some person other than his spouse, children, or parents, or if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium unit, or if, under the laws of descent and distribution of the State of Florida, the Condominium unit descends to some person or persons other than the decedent's spouse, children or parents,~~ the Board of Directors of the Association ~~or Management Firm~~ may within thirty (30) days of proper evidence or rightful designation served upon the President or any other Officer of the Association, ~~or Management Firm~~, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium parcel.

If the Board of Directors of the Association ~~or Management Firm~~ shall consent, ownership of the Condominium parcel may be transferred to the person or persons so designated, who shall, thereupon, become the owner(s) of the Condominium parcel, subject to the provisions of the Enabling Declaration and the Exhibits attached hereto.

If, however, the Board of Directors of the Association ~~or Management Firm~~ shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash the said Condominium parcel, at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium parcel, the same shall be determined by an Appraiser appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, upon ten (10) days' notice, on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such Condominium parcel. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium parcel; or, such person or persons, or the legal representative of the Deceased owner may sell the said Condominium parcel, and such sale shall be subject in all other respects to the provisions of this Enabling Declaration and Exhibits attached hereto.

5. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, or rented said interest, as provided herein. Every purchaser, tenant or lessee, shall take subject to this Declaration, the By-Laws of the Association, the Long-Term Lease, and the Management Agreement, as well as the provisions of the Condominium Act.

6. Special Provisions re Sale, Leasing, Mortgaging, or Other Alienation by certain Mortgagees, ~~and the Management Firm:~~

(a) An Institutional First Mortgage holding a mortgage on a Condominium parcel, ~~or the Management Firm,~~ or the Lessor under the Long-Term Lease, upon becoming the owner of a Condominium parcel through foreclosure, or by Deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses, or the lien under the Long-Term Lease, may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or mortgage said parcel, or occupy said parcel, without the prior written approval of the Board of Directors, ~~or Management Firm.~~ The provisions of Section A. and B., No. 1-5, of this Article XI, shall apply to such Institutional First Mortgagee, ~~or the Management Firm,~~ or the Lessor under the Long-Term Lease, or acquirer of title, as aforescribed in this paragraph.

ARTICLE XIII

USE AND OCCUPANCY

The owner or tenant 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 while he is residing in the unit, and for no other purpose. Only the owner's adult children may occupy the unit in the owner's absence, with prior approval of the Board of Directors. The term "residing" shall mean that the unit owner sleeps in the unit overnight while his or her guests are visiting the unit.

The owner or tenant of a unit shall occupy and use his apartment as a single family private dwelling, for himself and the adult members of his family, and his social guests, who may visit for a maximum of 30 days per year, and for no other purpose.

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.

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 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.

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.

* * * * *

WITNESS my signature hereto this 14 day of July, 2015, at 4 DENISE ST., Nassau County, New York.

CAMDEN M CONDOMINIUM
ASSOCIATION, INC.

Gerard Pokorny
Witness

By: Marie D'Agostino
Marie D'Agostino, President

GERARD POKORNY
(PRINT NAME)

Marie D'Agostino
Witness

Marie D'Agostino
(PRINT NAME)

STATE OF NEW YORK :
COUNTY OF NASSAU :

The foregoing instrument was acknowledged before me this 14 day of July, 2015, by Marie D'Agostino, as President, of **Camden M Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me, or has produced _____ as identification and did take an oath.

Cara Marie Caporale (Signature)

Cara Marie Caporale (Print Name)
Notary Public, State of New York at Large

