

This instrument was prepared by:  
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625 North Flagler Drive – 7<sup>th</sup> Floor  
West Palm Beach, FL 33401

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM FOR  
CHATHAM H CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Chatham H Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2179** at Page **751**; and

WHEREAS, the **1999 UCO Model Documents Century Village, West Palm Beach Amended Declaration of Condominium for Chatham H 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 **Chatham H Condominium Association, Inc.**, a Florida not-for-profit corporation, held **June 9, 2025**, 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  
CHATHAM H CONDOMINIUM**

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~",  
sections skipped but unchanged are shown as "\*\* \* \*\*")

\* \* \*

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.

\* \* \*

No Condominium unit owner acquiring title after the effective date of this amendment may rent or lease his or her unit in this Condominium, except as provided hereinbelow. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to a unit owner to lease or rent his or her unit only for the specific circumstances outlined below. The only hardships that will be recognized by the Association are:

(1) medical hardships including but not limited to when the unit owner is hospitalized, placed in a nursing home, or is required to live elsewhere for a period of time for rehabilitation or otherwise, in which case the unit may be rented or leased for a period of no less than six (6) months and no greater than twelve (12) months, after which time the unit owner will be prohibited from further rentals; and

(2) when a unit owner dies and his or her heirs or beneficiaries inherit the unit and the heirs or beneficiaries do not choose to occupy the unit or cannot occupy the unit because one of the occupants would not be 55 years of age or older. Such heirs and beneficiaries may only rent the unit one time for a period of no less than six (6) consecutive months and no greater than twelve (12) consecutive months, after which they will be prohibited from further rentals.

(3) Only entire units may be rented or leased for hardships, no portion of a unit may ever be rented or leased. Notwithstanding the foregoing, a unit shall not be leased or rented without the prior written approval of the Association in accordance with this Article XI. Unit owners of rented units can be required to pay a security deposit established by the Board which complies with the Condominium Act, as amended from time to time.

(i) The foregoing leasing/rental restrictions shall not apply to Condominium units acquired by the Association while the Condominium units are owned by the Association or to the Long-Term Lessor, its successors and assigns, while the units are owned by the Long-Term Lessor, its successors and assigns.

(ii) 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 prohibition on leasing or renting the Condominium unit shall commence upon the expiration of the existing lease or rental agreement, which may not be extended or renewed.

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. Notwithstanding the foregoing, a second lease of a Unit is permitted within a twelve (12) month period, but only under the following circumstances:

~~(a) the tenant or lessee dies during the lease term. The second lease may be for no less than six (6) months nor more than twelve (12) months. A copy of the death certificate may be required by the Board of Directors to confirm that this hardship exception is warranted.~~

~~(b) the tenant or lessee is not capable of living on his or her own and moves out of the Unit. The landlord/Unit Owner must obtain a letter from the treating physician of the tenant or lessee in order for this hardship exception to be warranted stating that the individual cannot live on his or her own due to medical or psychological reasons. The new lease may be for no less than six (6) months nor more that twelve (12) months.~~

~~(c) only one such hardship exception will be permitted in any twelve (12) month period commencing from the date of the original lease for which a hardship exception was requested.~~

~~(c) 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 with the tenant living in the unit, 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. The foregoing extension is for the sole purpose of allowing the current tenant or lessee the ability to live in the unit for the entire lease term. If the Unit has a tenant or lessee residing therein at the time of transfer, the lease allowing their residency will be considered the current lease for purposes of extending the moratorium and no future~~

~~dated leases will be permitted or will be recognized to extend the moratorium to a later date.~~

\* \* \* \* \*

WITNESS my signature hereto this 13 day of JUNE, 2025, at West Palm Beach, Palm Beach County, Florida.

**WITNESSES:**

**CHATHAM H CONDOMINIUM ASSOCIATION, INC.**

Michelle R. Lane  
Witness: \_\_\_\_\_  
Print Name: Michelle R. Lane  
Address: 153 CHATHAM H  
WEST PALM BEACH, FL 33417

By: Marcelino Farfan MARCELINO FARFAN  
Print Name: Marcelino Farfan, Vice-President  
Address: 164 CHATHAM H  
WPB, FL 33417

Witness: Rosa A. Farfan  
Print Name: ROSA A. FARFAN  
Address: 164 CHATHAM H  
W. P. B., FL 33417

Attest: Leon Sanchez LEON SANCHEZ  
Print Name: Leon Sanchez, Secretary  
Address: 163 CHATHAM H  
WPB, FL 33417

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13 day of JUNE, 2025, by MARCELINO FARFAN and LEON SANCHEZ, as V.P. and SECRETARY, respectively, of **Chatham H Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced EXID as identification and did take an oath.

[Signature] (Signature)  
DAVID A BOAS (Print Name)  
Notary Public, State of Florida at Large

