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

**CERTIFICATE OF AMENDMENT TO THE  
1990 UCO MODEL DOCUMENTS  
CENTURY VILLAGE, WEST PALM BEACH AMENDED  
DECLARATION OF CONDOMINIUM FOR  
CHATHAM P CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Chatham P Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2199** at Page **1157**; and

WHEREAS, the **1999 UCO Model Documents Century Village, West Palm Beach for Chatham P 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 P Condominium Association, Inc.**, a Florida not-for-profit corporation, held **July 31, 2017**, 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 P 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.**

No unit may be leased or rented. This restriction shall not apply to units acquired by the Association while the units are owned by the Association. Anyone grandfathered from the leasing prohibition shall comply with the requirements of this section.

1. In the event any unit owner wishes to sell, rent or lease his unit, the transfer must be submitted to the Association for approval. The Association shall always 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 null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant, or lessee:

(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, a copy of the trust documents in the case of a transfer through a trust, 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, the United Civic Organization ("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 condominium operated by the Association until the sales transaction has closed. All additional occupants subsequent to the initial approval must also be submitted to the aforementioned 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, pled no contest to, or has been release from incarceration, probation or community control for:

- (1) a capital, first or second degree felony involving violence to persons within the past ten (10) years; or
- (2) a first or second degree felony involving illegal drugs within the past ten (10) years; or
- (3) any drug offense involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred;
- (4) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred;

(iii) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction, plea or release occurred or when that label occurred;

(iv) The person seeking approval is currently on probation or community control for a felony involving violence to another or damage to property;

(v) 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 foregoing shall not apply to United States military personal (both active duty or veterans) obtaining loans through the United States Veterans Administrative or comparable organizations; or

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

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

(viii) 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

(ix) 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.

(x) 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 United States military 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 an 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. The Declaration includes the following leasing moratorium which remains in effect only for those units owned for less than thirty-six (36) months if the current owners of such units did not vote to approve these amendments. The leasing moratorium as to those units reads as follows: Additionally, no 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 thirty-six (36) months from the date title is acquired. This thirty-six (36) 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 thirty-six (36) 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.

\* \* \* \* \*

*[Signature page to follow]*

WITNESS my signature hereto this 2 day of August, 2017, at West Palm Beach, Palm Beach County, Florida.

**CHATHAM P CONDOMINIUM  
ASSOCIATION, INC.**

[Signature]  
Witness  
PAUL M. TUCKMAN  
(PRINT NAME)

By: [Signature]  
Steve Bell, President

[Signature]  
Witness  
Christina Tuchman  
(PRINT NAME)

STATE OF FLORIDA  
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 2 day of AUGUST 2017, by Steve Bell, as President of **Chatham P Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me, or has produced DRIVER LICENSE as identification and did take an oath.

[Signature] (Signature)

JAMES FARNACH (Print Name)  
Notary Public, State of Florida at Large

