

This instrument was prepared by:
Mark D. Friedman, Esq.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401

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

WHEREAS, the **Declaration of Condominium for Chatham Q Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 2219 at Page 769; and

WHEREAS, the **1999 UCO Model Documents Century Village, West Palm Beach for Chatham Q 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 **Chatham Q Condominium Association, Inc.**, a Florida not-for-profit corporation, held **November 20, 2023** 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 amendments to the Amended 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 Q CONDOMINIUM**

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

**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.

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. 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 from receipt of such notice) as may be required by the Board of Directors of the Association.~~ 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, a copy of the proposed lease/rental agreement, trust documents, the Letters of Administration issued to a deceased Owner's Personal Representative in the event of a transfer by bequest or devise, 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 (which may include UCO forms if adopted by the Association), 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/lessees, 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 applicants, other than those submitted for screening at the time the notice to the Association is provided pursuant to this section, will be approved for ownership, tenancy, or residency or occupancy at the condominiums operated by the Association until the sales transaction (or lease transaction) has closed. All additional residents or occupants subsequent to the initial approval must also be submitted to the screening process. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

3. The Board of Directors of the Association, within ~~thirty (30)~~ forty-five (45) days after receiving such notice and such supplemental information as is required by this Declaration and/or 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, 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. If good cause exists for the Association to disapprove a proposed sale, conveyance, or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute purchaser for the unit. Good cause shall be defined to include the following (the following provisions shall apply to tenants/lessees and their residents or occupants when a unit is leased).

(a) 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

(b) The person seeking approval (which shall hereinafter include all proposed residents or occupants) has been convicted of, plead no contest to, or has been released from incarceration, probation or community control for:

(i) a capital, first or second degree felony involving violence to persons within the past ten (10) years; or

(ii) any drug offense involving the manufacture and/or distribution of illegal drugs within the time frames permitted by applicable law;

(iii) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior within the time frames permitted by applicable law;

(c) 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;

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

(e) 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

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

(g) The person seeking approval has a documented 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, homeowners association, rental apartment, or otherwise, as a lessee, guest, owner or occupant of a Unit; or

(h) The prospective purchaser(s) already owns one (1) unit at the Condominium and the transfer would violate Section B(4) of this Article XI;

(i) The applicant fails to comply with the requirements of Section A(3) of this Article XI; or

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

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

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

(2) 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.

4. 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 said interest pursuant thereto, to the prospective purchaser or tenant named therein, within ninety (90) days after his notice was given.

5. 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. 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.

6. The sub-leasing or sub-renting of a unit owner's interest in a unit 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, only 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.

7. Provided, however, no unit may be rented or leased for a twenty-four (24 month) period following the closing date of the sale of that unit. Any renting or leasing of a unit after said twenty-four (24) month period shall be restricted as further provided in this Declaration. Those that take title to a unit after the effective date of this amendment and following the moratorium period may lease his or her unit no more than one time during the period of his or her ownership of the unit, and the lease period cannot be less than six (6) months and shall no more than twelve (12) months.

~~The provisions of this Amendment shall not apply to leases already reviewed and approved by the Association or to already approved transfers of ownership. However, this Amendment shall apply to approved purchasers of units after the effective date of this amendment as provided in Section 718.110(13), Florida Statutes 2005.~~

8. Compliance with Fair Housing Laws. There shall be no limitation upon sales, leases, or occupancy of any unit based upon race, sex, color, religion, national origin, disability, sexual orientation, age (except that occupancy may be based on State and Federal laws regarding housing for older persons communities), marital status, or gender identity or expression, or any other protected classes which may be added by federal, state, or county governments from time to time. [Familial status discrimination is omitted in the foregoing list as the community is a Housing for Older Persons Community but shall be reincluded if the condominium ever loses that status.]

B. MORTGAGE AND OTHER ALIENATION OF UNITS

* * *

4. The foregoing provisions of this Article XI shall ~~not~~ also apply to transfers by a unit owner to any member of his immediate family (viz: including but not limited to spouse, children or parents). No person or permitted entity (other than the Association, the Long-Term Lessor (its successors and assigns), 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 one (1) unit in the Condominium operated by the Association including, without limitation, individually, jointly or through his or her spouse, roommate, family member, 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.

* * *

XIV

MAINTENANCE AND ALTERATIONS

* * *

C. Each unit owner agrees as follows:

* * *

2. Not to make or cause to be made any structural addition or alteration to his unit or to the common elements. Alterations within a unit may be made with the prior written consent of the Association, and all Mortgagees holding a mortgage on his unit. Notwithstanding the foregoing, with the prior written approval of the Board of Directors, a unit owner may install a split air conditioning system, create a conduit through the common element wall for same, and mount the exterior portion of the split air conditioning system on the common element wall as may be required to allow the unit to properly function.

* * *

[Signature page to follow]

WITNESS my signature hereto this 1 day of December, 2023, at West Palm Beach, Palm Beach County, Florida.

Ruth Dreiss
Witness

RUTH DREISS
(PRINT NAME)

JoAnne Robinson
Witness

JoAnne Robinson
(PRINT NAME)

**CHATHAM Q CONDOMINIUM
ASSOCIATION, INC.**

By: Peter Kendall

Print Name: Peter Kendall, President

Attest: FRANCINE GALAZZO

Print Name: FRANCINE GALAZZO, Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1 day of December, 2023, by Peter Kendall and Francine Galazzo as President and Secretary, respectively, of **Chatham Q Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced as identification as identification and did take an oath.

[Signature] (Signature)

DAVID BOAS (Print Name)

Notary Public, State of Florida at Large

