

This instrument was prepared by:
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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
EASTHAMPTON I CONDOMINIUM
AND THE BY-LAWS OF
EASTHAMPTON I CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium for Easthampton I Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 1741 at Page 1671; and

WHEREAS, the By-Laws for Easthampton I Condominium Association, Inc. are attached as an exhibit thereto; and

WHEREAS, the 1999 UCO Model Documents Century Village, West Palm Beach Amended Declaration of Condominium for Easthampton I 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 Easthampton I Condominium Association, Inc., a Florida not-for-profit corporation, held October 26, 2024, the aforementioned Amended Declaration of Condominium and By-Laws were amended pursuant to the provisions of said Amended Declaration of Condominium and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Amended Declaration of Condominium and By-Laws 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
EASTHAMPTON I CONDOMINIUM**

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

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 owner acquiring title after this amendment is recorded in the Public Records may lease or rent his or her unit for a period of twenty-four (24) consecutive months from the date title is acquired. This twenty-four (24) month period shall run from the date of recording of any instrument transferring any ownership interest in title to the unit, except for transfers to add members of the unit owner's immediate family (defined for the purposes of this paragraph as a spouse, parents, or children) as titleholders WITH the unit owner, or to a revocable living trust, or an irrevocable living trust, where such transfers were undertaken for the purpose of estate planning (the foregoing does not include Land Trusts). The foregoing restriction on leasing/renting shall not apply to units acquired by the Association or the Long Term Lessor (its successors and assigns) while the units are owned by the Association or the Long-Term Lessor. If at the time of transfer of any interest in title a unit is already leased or rented pursuant to a lease or rental agreement entered into by the previous owner, the aforementioned twenty-four (24) consecutive month period during which the 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 by the new owner. 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 prior to the twenty-four (24) month period 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 one time for a period of no less than six (6) consecutive months and no greater than twelve (12) consecutive 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 fifty-five (55) years of age or older. The heirs and beneficiaries will be permitted to lease 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 time the unit owner will be prohibited from further rentals

Provided, however, each unit owner shall use his or her unit as a private dwelling for himself or herself and his or her immediate family, and for no other purpose including business purposes. Therefore, the leasing of units to others as a regular practice for business, speculative, investment, or other similar purposes is not permitted. Should any person intend to purchase or lease a unit for such business, speculative, investment, or other similar purposes then the Association may deny approval of such purchase or lease.

B. MORTGAGE AND OTHER ALIENATION OF UNITS

4. The foregoing provisions of this Article XI shall also not apply to transfers by a unit owner to any member of his immediate family (viz: including but not limited to spouse, children ~~or~~ and parents). No person or permitted entity (other than the Association, the Long-Term Lessor, 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. The foregoing shall not be deemed to allow for business entity ownership if prohibited elsewhere in this Declaration.

ARTICLE XIII

USE AND OCCUPANCY

The owner 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, who may visit for a maximum of 30 days per year, and for no other purpose including business purposes. Therefore, 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 owner's absence, with prior 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.~~

A guest shall be considered any occupant who is not a unit owner or approved tenant.

(i) There shall be no time limitation on guest occupancy provided the guest occupies the unit with the owner or approved tenant or the guest is a member of the owner's family (defined for purposes of this section only as mother, father, sister, brother, brother-in-law, sister-in-law, adult children, adult step-children and their spouses, and adult grandchildren and their spouses).

(ii) "Occupancy" by the owner or approved tenant means that the owner or approved tenant are present in the unit overnight, each night that the guest is present in the unit.

(iii) Any guest(s) occupancy by persons other than members of the unit owner's family, as defined above, who occupies a unit in excess of thirty (30) days cumulatively in any calendar year, with the owner in residence, shall be subject to screening as a tenant.

(iv) Any guest(s) who occupies a unit in excess of thirty (30) days cumulatively in any calendar year, with the approved tenant in residence, shall be subject to screening as a tenant.

(v) Guest occupancy in the absence of the Unit owner by guests other than those who are a member of the owner's family, as defined above, is prohibited.

(vi) Guest occupancy in the absence of the approved tenant is prohibited and will be treated as a prohibited sub-lease and a violation of the provisions of this Declaration.

(vii) Prior to any occupancy of the unit by any guest, the owner must provide written notice to the Association of the name or names of the intended guests, any familial relationship to the owner, the anticipated date of arrival, and the anticipated date of departure.

* * *

**AMENDMENTS TO THE
BY-LAWS OF
EASTHAMPTON I CONDOMINIUM ASSOCIATION, INC.**

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

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

* * *

Section 1. ~~Membership in the Association shall be limited to owners of the Condominium units, as identified in the preceding Declaration of Condominium to which these Bylaws are attached. Transfer of unit ownership either voluntarily or by operation of law, shall terminate membership in the association and said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated the vote of a unit shall be cast by the "Voting Member." If unit ownership is vested in a Corporation, said corporation may designate an individual officer or employee of the Corporation as its voting member.~~

Unless otherwise provided in the Declaration and except for revocable and irrevocable living trusts established for estate planning purposes, ownership of units and membership is limited to natural persons. Business 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, the Long-Term Lessor (its successors and assigns), 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 revocable or irrevocable living trust the trustee of the trust may attend, and, 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.

* * *

Section 5. Designation of Voting Member. If a Condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a Condominium unit is owned by more than one person, the person entitled to cast the vote

for the unit shall be designated in a Certificate, signed by all of the recorded owners of the unit and filed with the Secretary of the Association. If a Condominium unit is owned by a Corporation trust or, to the extent permitted by the Declaration at the time of the unit's purchase, an entity, the trustee, officer, partner or employee thereof entitled to cast the vote of the unit for the Corporation trust or entity shall be designated in a Certificate for this purpose, signed by the President or Vice President, attested to by the Secretary or the Assistant Secretary of the Corporation all of the trustees of the trust, or an authorized representative of the entity, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a unit shall be known as the "voting member." If such a Certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by a trust or a Corporation permitted entity, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife married couple. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the ownership of the unit concerned. The foregoing shall not be interpreted as permitting ownership in a manner contrary to Article II, Section 1, of this Declaration. If a Condominium unit is owned jointly by a husband and wife married couple, the following three provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible).

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the unit vote, just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

[Signature page to follow]

WITNESS my signature hereto this 12 day of NOVEMBER, 2024, at West Palm Beach, Palm Beach County, Florida.

**EASTHAMPTON I CONDOMINIUM
ASSOCIATION, INC.**

Witness: [Signature]

Print Name: Richard Markovich

Address: 197 Easthampton I

West Palm Beach, FL 33417

Witness: [Signature]

Print Name: Joanne Robinson

Address: 376 Norwich L

West Palm Beach, FL

33417

By: [Signature]

Print Name: Renée Markovich, President

Address: 197 Easthampton I

West Palm Beach, FL 33417

Attest: [Signature]

Print Name: Regina Gordon Secretary

Address: 184 Easthampton I

W. P. B., 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 12 day of NOVEMBER, 2024, by [Signature] and [Signature], as [Signature] and [Signature], respectively, of **Easthampton I Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced [Signature] as identification and did take an oath.

[Signature] (Signature)

[Signature] (Print Name)

Notary Public, State of Florida at Large

