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 Palm Beach County, Florida  
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Prepared By:  
 Law Offices of Stabler and Baldwin  
 5405 Okeechobee Blvd., Ste. 202  
 West Palm Beach, FL 33417

**AMENDMENT TO THE DECLARATION  
 OF CONDOMINIUM AND BY-LAWS OF  
 KENT E CONDOMINIUM**

As Recorded in Official Records Book 2151, page 216  
 Public Records of Palm Beach County, Florida:

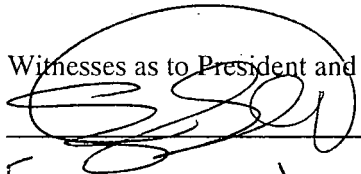
As used herein (unless substantially reworded) the following shall apply:

- A. Words in the text which are lined through with hyphens indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis (...) appears in the text this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

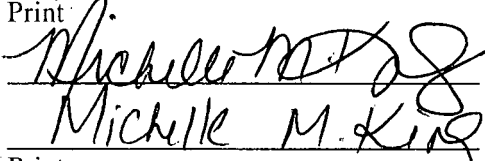
We hereby certify that the following Amendments to the 1999 UCO Model Documents, Master Amendment recorded in Official Record Book 11019, Page 755, Public Records of Palm Beach County, Florida, which adopts the Master Declaration and By-Laws as recorded in Official Record Book 11019, Page 755, Public Records of Palm Beach County, Florida, were approved by in excess of 51% vote of the Membership at a duly called meeting on May 18, 2017, to include the following inserts to the Master Amendment and Declaration:

**SEE ATTACHED EXHIBIT**

Witnesses as to President and Treasurer

  
 \_\_\_\_\_

Esperanza Janssen  
 Print

  
 \_\_\_\_\_

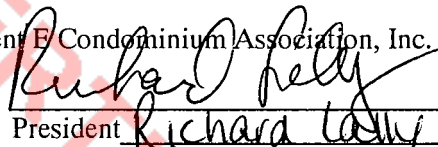
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STATE OF New Jersey

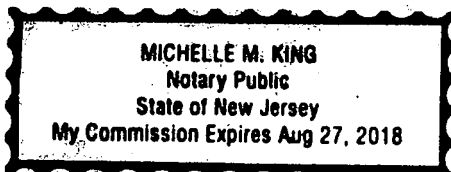
COUNTY OF Ocean

Kent E Condominium Association, Inc.

By:

  
 President Richard J. Lally

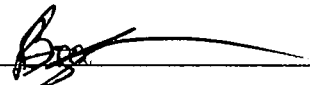
The foregoing instrument was, acknowledged before me this 25th day of August, 2017  
 by Richard J. Lally, President. Who is/is not personally known to me and ( ) did  
 or (X) did not take an oath. The President (please check on the following ( ) is personally known to me or  
 (X) has produced Florida Drivers license (type of identification) as identification.



  
 Notary Public  
 Printed Notary Name: Michelle M. King

Witnesses as to ~~Treasurer~~ Secretary

Kent E Condominium Association, Inc.

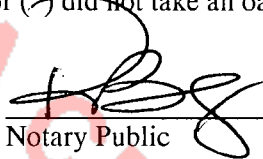
  
Brenden Zietzels  
Print

  
Carlos Benites  
Print

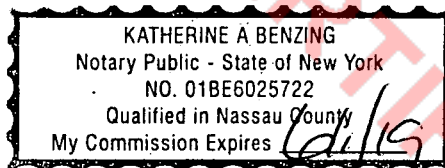
By:   
~~Treasurer~~ Linda Nugent  
Secretary

STATE OF Ny  
COUNTY OF Suffolk

The foregoing instrument was, acknowledged before me this 31<sup>st</sup> day of August, 2017, by Linda Nugent, ~~Treasurer~~ Secretary. Who is/is not personally known to me and ( ☒ ) did or ( ) did not take an oath. The Secretary (please check one of the following) ( ) is personally known to me or ( ☒ ) has produced NYS Driver's License (type of identification) as identification and (please check one of the following) ( ☒ ) did or ( ) did not take an oath.

  
Notary Public

Printed Notary Name: K Benzing



**Amendment to 1999 UCO Model Master Declaration of Condominium and By-Laws Century Village, West Palm Beach, Florida, as Adopted by Kent E Condominium Association, Inc., and recorded in Official Records Book 11019, Page 755, of the Public Records of Palm Beach County, Florida.**

**Article VII of the Declaration of Condominium, "Method of Amendment Declaration," is amended to read as follows:**

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than ~~two-thirds (2/3)~~ fifty one percent (51%) of those present in person or proxy provided a quorum is present.

All Amendments shall be recorded and certified, as required by the Condominium Act. No Amendment shall change any Condominium parcel, nor a Condominium unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof, and all record owners of mortgages, or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages, or change the provisions of this Declaration with respect to Institutional Mortgagees without the written approval of all Institutional Mortgagees of record.

Notwithstanding the foregoing, this Declaration may not be amended without the written approval of the Lessor under the Long-Term Lease, which said approval shall not be unreasonably withheld. No Amendment shall change the rights and privileges of the Developer's written approval.

**Amendment to 1999 UCO Model Master Declaration of Condominium and By-Laws Century Village, West Palm Beach, Florida, as Adopted by Kent E Condominium Association, Inc., and recorded in Official Records Book 11019, Page 755, of the Public Records of Palm Beach County, Florida.**

**Article IX of the By-Laws, "Acquisition of Units," is amended to read as follows:**

Section 1. Voluntary Sale or Transfer. Upon receipt of a unit owner's notice of intention to sell or lease, as described in Article XI, of the Declaration of Condominium to which these By-Laws are attached, the Board of Directors shall have full power and authority to consent to the transaction, as specified in said Notice, or object to same for good cause, or to designate a person other than the Association as designee, pursuant to the provisions of said Article XI, without having to obtain the consent of the membership thereto. The Board of Directors shall have the further right to designate the Association as being "willing to purchase, lease or rent," upon the proposed terms upon adoption of a resolution by the Board of Directors recommending such purchase or leasing to the membership, but not withstanding the adoption of such resolution and such designation by the Board of Directors, the Association shall not be bound and shall not so purchase or lease, except upon the authorization and approval of the affirmative vote of the voting members casting not less than sixty percent (60%) of the total votes of the unit owners present at any regular or special meeting of the unit owners wherein said matter is voted upon. The provisions of Article XI, of the Declaration of Condominium to which these By-laws are attached, shall supersede the provisions herein relative thereto.

Section 2. Acquisition on Foreclosure. At any foreclosure sale of a unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty percent (60%) of the total votes of the unit owners present at any regular or special meeting of the unit owners wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Condominium parcel being foreclosed. The term "foreclosure," as used in this Section, shall mean and include any foreclosure of any lien, excluding a lien for assessments. The power of the Board of Directors to acquire a Condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale- the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of unit owners at the foreclosure sale of a unit due to the foreclosure of the Association's lien for assessments under the provisions of Article X, of the Declaration of Condominium to which these By-laws are attached.

Section 3. No owner may acquire and hold an ownership interest in more than one (1) units at any one time.

NOT A CERTIFIED COPY

**Amendment to 1999 UCO Model Master Declaration of Condominium and By-Laws Century Village, West Palm Beach, Florida, as Adopted by Kent E Condominium Association, Inc., and recorded in Official Records Book 11019, Page 755, of the Public Records of Palm Beach County, Florida.**

**Article XI of the Declaration of Condominium "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Condominium Units" is amended to read:**

**A. SALE OR RENTAL OF UNITS – Association to Have First Right of Refusal.**

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.

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 Board of Directors of the Association, is authorized to waive any or all of the references aforementioned.

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, 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.

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, in the prospective purchaser or tenant named therein, within ninety (90) days after his notice was given.

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 not 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.

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 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.

No unit may be leased or rented within three (3) years from date of acquisition of title by any owner. Under no circumstances shall more than two (2) units be leased or rented at any one time. A unit shall be deemed to be leased or rented when the unit is occupied by any person other than the owner(s), whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any exchange of value). 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 leases. The provisions of this amendment shall not apply to an institutional first mortgage holder, Kent E Condominium Association, Inc., or the Lessor under the Long-Term Lease should they acquire title to a unit through foreclosure sale or by deed in lieu of foreclosure.

#### B. MORTGAGE AND OTHER ALIENATION OF UNITS

1. 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 Officers of the Association or Management Firm.

2. No judicial sale of a unit, nor any interest therein, shall be valid unless:

(a) The sale is to a purchaser 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; or,

(b) The sale is a result of a public sale with open bidding.

3. Any sale, mortgage or lease, 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.)

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 of 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 in 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 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, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel, without prior offer to the Board of Directors of the Association or management Firm, and without the prior approval of the said Board of Directors or Management Firm. The provisions of Section A, and B, No. 1-5, of this Article XI, shall be inapplicable to such Institutional First Mortgagee, or the Lessor under the Long-Term Lease, or acquirer of title, as aforescribed in this paragraph.

**Amendment to 1999 UCO Model Master Declaration of Condominium and By-Laws Century Village, West Palm Beach, Florida, as Adopted by Kent E Condominium Association, Inc., and recorded in Official Records Book 11019, Page 755, of the Public Records of Palm Beach County, Florida.**

**Article XIII of the Declaration of Condominium, "Use and Occupancy," is amended to read as follows:**

The owner of a unit shall occupy and use his apartment unit is a single-family private dwelling, for himself and the adult members of his family, and his social guests, and for no other purpose. Unless the unit is vacant, at least one permanent occupant must be age fifty-five (55) or older. Otherwise, no person under the age of fifty-five (55) years of age shall be permitted to reside in any of the units or rooms thereof in this condominium, except that children under the age of fifteen (15) may be permitted to visit and temporarily reside for reasonable periods not in excess of 30 days in the calendar year.

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 under 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.

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, or otherwise, nor shall 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.

Kent E Condominium Association is declared to be a smoke free association. Smoking is prohibited in all condominium areas including, but not limited to, smoking within individual units (including patios and deck areas), indoor and outdoor limited common areas, and indoor and outdoor common areas. No Owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere on or within the condominium property. Smoking in violation of this provision shall constitute a nuisance pursuant to the terms and provisions of the Association's governing documents. For purposes of this smoking prohibition, smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, electronic cigarette, vaporizer, cigar, pipe, other product containing any amount of tobacco, or other similar heated or lit product or device.