

This instrument was prepared by:
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625 North Flagler Drive - 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
KENT K CONDOMINIUM**

WHEREAS, the **Declaration of Condominium** for **Kent K Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 2167 at Page 98; and

WHEREAS, at a duly called and noticed meeting of the membership of **Kent K Condominium Association, Inc.**, a Florida not-for-profit corporation, held **February 16, 2014**, 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 amendment to the Declaration of Condominium is a true and correct copy of the amendment as amended by the membership.

SEE ATTACHED

WITNESS my signature hereto this 28 day of February, 20 15, at West Palm Beach, Palm Beach County, Florida.

KENT K CONDOMINIUM ASSOCIATION, INC.

Danielle Jones
Witness
Danielle Jones
(PRINT NAME)

By: Alphonse E. Seno
President

Victor Ramirez
Witness
Victor Ramirez
(PRINT NAME)

Attest Diana Klein
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 28 day of February, 2015, by Alphonsus Sordano and Diana Kuhn, as president and secretary, respectively, of **Kent K Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced PA & FL. DL. as identification and did take an oath.

Diana Fernandez (Signature)

Diana L. Fernandez (Print Name)

Notary Public, State of Florida at Large



AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
KENT K CONDOMINIUM

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

XIII USE AND OCCUPANCY

* * *

Prohibition on Smoking. Smoking of any type of smoking material or substance, including, but not limited to, cigarettes, cigars, pipes, and electronic cigarettes, is prohibited on all portions of the Condominium property, including the Common Elements, the units, and the Association property, subject only to the exception set forth herein below. Smoking of electronic cigarettes is permitted inside of the unit and smoking of any type is permitted on the Limited Common Element balconies and patios appurtenant to the units, provided that the Board is hereby authorized to make and amend rules and regulations requiring the use of such equipment as the Board of Directors deems necessary to mitigate the impact of secondhand smoke on neighboring portions of the Condominium property when smoking occurs on a Limited Common Element balcony and patio. The Board may subsequently prohibit smoking on the Limited Common Element balconies and patios if the unit owner is unable to mitigate the impact of secondhand smoke on neighboring units and the neighboring unit's unit owner, tenants, family members and guests. Such prohibition will not require a future amendment to the Declaration of Condominium.

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 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. 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.~~

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

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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, ~~or 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, to 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 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.

~~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 Director's 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 unit may be leased or rented. The Board is hereby authorized to adopt rules and regulations regarding the occupancy of units by persons other than the~~

unit owner, whether in the presence of the owner or in the absence of the owner. The foregoing restriction on leasing or renting shall not apply to units acquired by the Association, nor shall it apply to units which have been acquired through devise or inheritance by the decedent's immediate family, as defined as parents, children, grandchildren and siblings. 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.

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 Management Firm~~, and said approval, if granted, shall be in recordable form, executed by two Officers of the Association, ~~or Management Firm~~.

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

(a) Any judicial sale of a unit, or any interest therein, through foreclosure or other judicial process, the sale and purchaser must still be 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, or mortgage or lease, which is not authorized pursuant to the terms of this 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 also~~ apply to transfers by a unit owner to any member of his immediate family, including, but not limited to, (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 or 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 to 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 Management Firm,~~ 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, may not 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 Management Firm, or the Lessor under the Long-Term Lease, or acquirer of title, as afore described in this paragraph.

NOT A CERTIFIED COPY