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This instrument was prepared by:  
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West Palm Beach, FL 33401  
(W-C 112)

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

WHEREAS, the **Declaration of Condominium for Northampton P Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2111** at Page **978**; and

WHEREAS, the **1999 UCO Model Documents Century Village, West Palm Beach for Northampton 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 **Northampton P Condominium Association, Inc.**, a Florida not-for-profit corporation, held **January 22, 2017**, 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  
NORTHAMPTON 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.**

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 videoconferencing, 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)~~ forty-five (45) days after receiving such notice and such supplemental information as is required by the Board of Directors, 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), object to the sale, leasing or renting to the prospective purchaser, tenant or lessee transfer for good cause, which need not be set forth in the notice from the Board of Directors 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, or lease, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to provide a substitute purchaser or lessee. 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) For transfers by sale, the person seeking approval intends to purchase the Unit without paying at least Fifteen Thousand Dollars (\$15,000.00) or fifty percent (50%) of the purchase price, as required in paragraphs (a),(b) and (c), as follows:

(a) If the purchase price is up to \$15,000.00, the cash paid must be equal to the purchase price and, therefore, there would be no mortgage on the Unit;

(b) If the purchase price is from \$15,000.01 to \$30,000.00, the cash paid must be \$15,000.00;

(c) If the purchase price is \$30,000.01 and higher, the cash paid must be equal to fifty percent (50%) of the purchase price; or

The provisions of this Section (ii) 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 section.

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

(iv) The unit is being purchased in violation of Section B(4) of this Article XI; or

(v) 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.

(vi) 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 fifty percent (50%) 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 fifty percent (50%) 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.

Provided, however, each owner shall use such apartment 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 apartments 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 purchaser or lease. No lease of any unit shall be less than six (6) months and a day, and no unit shall be leased more than once in a twelve (12) month period. However, owners may only rent after two years (24 consecutive months) of ownership from the date of recordation of the deed in the public records. Any renting or leasing of a unit after said twenty-four (24) month period shall be restricted as further provided in this Declaration.

~~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.~~

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 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

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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.)~~ No person or permitted entity (other than the Association 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 two (2) units in the condominium operated by the Association including, without limitation, individually, jointly or through his or her spouse or domestic partner, 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.

\* \* \* \* \*

WITNESS my signature hereto this 27<sup>th</sup> day of April, 2017, at Suffolk County, New York.

**NORTHAMPTON P CONDOMINIUM  
ASSOCIATION, INC.**

Richard Gevaci  
Witness  
RICHARD GEVACI  
(PRINT NAME)

By: Sharon McClinchy  
Sharon McClinchy, President

Gail Drevermann  
Witness  
GAIL DREVERMANN  
(PRINT NAME)

STATE OF NEW YORK :  
COUNTY OF SUFFOLK :

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2017, by Sharon McClinchy, as President of **Northampton P Condominium Association, Inc.**, a Florida not-for profit corporation, on behalf of the corporation. She is personally known to me, or has produced DRIVERS LICENSE as identification and did take an oath.

Barbara A. Meyer (Signature)  
BARBARA A. MEYER (Print Name)  
Notary Public, State of NEW YORK at Large

BARBARA A. MEYER  
Notary Public, State of New York  
No. 491463  
Qualified in Suffolk County  
Commission Expires December 14 2017