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This instrument was prepared by:  
**MARK D. FRIEDMAN, ESQ.**  
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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 **February 11, 2018**, 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~~")

1  
SUBMISSION STATEMENT

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Definitions: - As used in this Declaration of Condominium and By-Laws and Exhibits attached hereto, and all Amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

\* \* \*

W. Charge means any legal or equitable indebtedness of a unit owner to the Association, or other sums owed to or due to the Association from a unit owner, or any cost or expense incurred by the Association on behalf of or because of a unit owner, other than assessments for common expenses, which the unit owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium documents.

X. Lien for Charges means a lien which is recorded to secure a Charge. There is created by this Declaration a common law and contractual lien to secure payment for any Charge. By way of example, but not limitation, a Lien for Charges exists to secure repayment to the Association when it must remove or reinstall alterations to the common elements damaged or altered by unit owners, their tenants, family members or guests; or perform a maintenance, repair or replacement responsibility in connection with the unit owner's unit or the common elements or limited common elements when the unit owner fails to discharge of his/her/their responsibilities; or address emergency situations with regard to any unit. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the common expense lien, including the right to recover attorneys' fees, costs and expenses of collection.

\* \* \*

#### 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.

\* \* \*

4. The Board of Directors of the Association, within 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 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 transfer.

(a) If good cause exists for the Association to disapprove a proposed sale, 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:

\* \* \*

(vii) The prospective unit owner does not have income, including but not limited to from salary, pensions, social security, interest, alimony, settlements or judgments being paid to them which equal or exceed 4.5 times the amount required to be paid to the Association and WPRF on a monthly basis, or have sufficient liquid financial assets equal to or greater than the amount required to pay the Association's annual assessments and WPRF for ten (10) years.

\* \* \*

### XIII

#### USE AND OCCUPANCY

1. 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, 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 any 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 undue 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.

2. 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.

3. a. A guest shall be considered any occupant who is not a unit owner or approved tenant. There shall be no time limitation on guest occupancy provided the guest occupies the unit with the owner or the guest is a member of the owner's family (defined as mother, father, mother-in-law, father-in-law, sister, brother, brother-in-law, sister-in-law, children and their spouses, grandchildren and their spouses). Any guest who occupies a unit in excess of thirty (30) days cumulatively in any calendar year, whether with or without the owner in residence, shall be subject to screening in the same manner as a tenant.

b. Guest occupancy in the absence of the unit owner by persons other than members of the unit owner's family, as defined above, shall be limited to a total of thirty (30) days per calendar year, cumulatively, for all such guest visits. 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, which may not exceed thirty (30) consecutive calendar days. Guest occupancy in the absence of the tenant is prohibited.

c. The term "occupy" as used herein shall mean an individual who returns to the Unit on a daily basis and sleeps overnight (or throughout the day if they work a night shift) in the unit.

4. 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 the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

5. 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.

6. 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.

7. 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.

8. 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.

\* \* \*

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. No unit owner shall make any addition, alteration or improvement in or to (i) the interior of the unit which is structural in nature, or which impacts the common elements in any way, including, but not limited to, any work which involves piercing the unit boundary or which requires the issuance of a permit from a governmental or regulatory authority or agency or to (ii) the limited common elements, without the prior written consent of the Board of Directors.

(i) Any and all requests for electrical, mechanical or structural additions, alterations or improvements must be in writing and must be submitted to the Association with plans prepared and sealed by the appropriate professional (i.e., architect, engineer, etc.).

(ii) The Board shall have the obligation to answer any written request by a unit owner for approval of such an addition, alteration or improvement within thirty (30) days after receipt of such request and all sealed plans or thirty (30) days after receipt of any additional information requested by the Board within thirty (30) days of receipt of the initial request. Failure to respond within the stipulated time shall constitute the Board's consent.

(iii) The proposed additions, alterations and improvements by the unit owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, which may not be waived by the Association under any circumstances, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

(iv) Once approved by the Board of Directors, such approval may not be revoked. A unit owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such owner, and all future owners of the unit, and their heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, its Board members, officers and employees, and all other unit owners harmless from and to indemnify them for any liability or damage to the condominium property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair, replacement and insurance for such additions, alterations or improvements from and after the date of installation or construction thereof as may be required by the Association, and shall also be responsible for all costs associated with removal and reinstallation of same when necessary, in the discretion of the Board of Directors, in connection with the Association's performance of its maintenance obligations under this Declaration.



(v) The Board may require the execution of a covenant to run with the unit to memorialize the application, approval, conditions of approval and future obligations of the unit owner and may condition its approval of any addition, alteration or improvement hereunder upon the preparation, execution and recording of such a covenant at the unit owner's expense.

\* \* \* \* \*

WITNESS my signature hereto this 26 day of FEB., 2018, at West Palm Beach, Palm Beach County, Florida.

**NORTHAMPTON P CONDOMINIUM  
ASSOCIATION, INC.**

Rhoda Nadel  
Witness  
RHODA NADELL  
(PRINT NAME)

By: Sharon D. McClinchy  
Sharon McClinchy, President

Roger Hotaling  
Witness  
ROGER HOTALING  
(PRINT NAME)

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 20 day of February, 2018, 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 CV/ID as identification and did take an oath.

Ronald E Massa (Signature)

Ronald E MASSA (Print Name)

Notary Public, State of Florida at Large

