

This instrument was prepared by:
MARK D. FRIEDMAN, ESQ.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401

**CERTIFICATE OF AMENDMENT TO THE
AMENDED DECLARATION OF CONDOMINIUM OF
THE PLYMOUTH NO. 5 CONDOMINIUM**

WHEREAS, the **Declaration of Condominium** for **The Plymouth No. 5 Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2023** at Page **407**; and

WHEREAS, the **1999 UCO Model Documents Century Village, West Palm Beach** for **The Plymouth No. 5 Condominium** have 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 **Plymouth at Century Village Condominium #V Association, Inc.**, a Florida not-for-profit corporation, held **October 20, 2022**, 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
THE PLYMOUTH NO. 5 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 Association shall have the option to purchase, rent or lease said unit, upon the same

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conditions as are offered by the unit owner to a third person or to screen the prospective purchaser or tenant/renter and those who will occupy the unit, and to approve or disapprove the prospective purchaser, tenant/renter, and occupants. Any attempt to sell, rent or lease said unit without following the guidelines provided in this Article XI 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. 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 purchaser, 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 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 Association shall be entitled to written notice by either hand delivery to a Board member, or sent by certified mail return receipt requested to a Board member AND the manager, 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, a copy of the proposed lease/rental agreement, the Letters of Administration issued to a deceased Owner's Personal Representative in the event of a transfer by bequest or devise, 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, 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/lessees, and occupants of a Unit, with such screening being conducted by the Association, 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 ownership, tenancy, or residency at the condominiums operated by the Association until the sales transaction (or lease transaction) has closed. All additional occupants subsequent to the initial approval must also be submitted to the screening process. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

3. The Board of Directors of the Association, within thirty (30) days after receiving such notice and such supplemental information as is required by this Declaration and/or 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~~

its agent to the unit owner. However, the Association shall not unreasonably withhold its consent to any prospective sale, rental or lease. If good cause exists for the Association to disapprove a proposed sale, conveyance, or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute purchaser for the unit. Good cause shall be defined to include the following (the following provisions shall apply to tenants/lessees and their occupants when a unit is leased).

(a) 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

(b) The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of, plead no contest to, or has been released from incarceration, probation or community control for:

(i) a capital, first or second degree felony involving violence to persons within the past ten (10) years; or

(ii) any drug offense involving the manufacture and/or distribution of illegal drugs within the time frames permitted by applicable law;

(iii) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior within the time frames permitted by applicable law;

(c) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction, plea or release occurred or when that label occurred;

(d) The person seeking approval is currently on probation or community control for a felony involving violence to another or damage to property;

(e) For transfers by sale, the person seeking approval intends to purchase the Unit without paying at least twenty percent (20%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the Unit with a loan to value ratio (based upon the bona fide sale price) in excess of eighty percent (80%); the foregoing shall not apply to United States military personal (both active duty or veterans) obtaining loans through the United States Veterans Administrative or comparable organizations; or

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

(g) The person seeking approval has a documented history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this condominium or any other condominium or homeowners association as a lessee, guest, owner or occupant of a Unit; or

(h) The prospective purchaser(s) already owns two (2) units at the Condominium and the transfer would violate Article XIII of this Declaration;

(i) The applicant fails to comply with the requirements of Section A(3) of this Article XI; or

(j) The prospective transferees (or one of the prospective transferees, if there is more than one transferee) have:

(i) a history of financial problems or financial irresponsibility as demonstrated by:

(1) a bankruptcy, foreclosure or short sale within the seven (7) years prior to submitting the application to this Condominium; and/or

(2) 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.

4. 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.

5. 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.

6. The sub-leasing or sub-renting of a unit owner's interest in a unit 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, only 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.

7. No unit owner acquiring title after the effective date of this amendment may lease or rent his or her unit for a period of twenty-four (24) consecutive months from the date title is acquired.

(i) 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 (including step-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).

(ii) This restriction 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.

(iii) This restriction shall not apply to Condominium units obtained by beneficiaries or heirs of the previous unit owner when title was acquired through inheritance or devise. If a Condominium unit is obtained through inheritance or devise, the beneficiary may lease the Condominium unit one (1) time for up to twelve (12) months. At the expiration of the lease, the Condominium unit may not be leased for twenty-four (24) months from the date of the expired lease, which may not be renewed or extended.

(iv) 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.

8. In no event may a unit be listed on a short-term rental or "hotel lodging type" site including but not limited to Airbnb, VRBO, etc. in a manner that is contrary to the

leasing provisions of this Declaration or would in any way would contravene the screening authority of the Association with regard to leases or rentals.

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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, and for no other purpose. ~~Only the owner's adult children may occupy the unit in the owner's absence, with approval of the Board of Directors.~~

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, children, step-children and their spouses, and 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) If a unit owner owns more than one (1) unit, a guest may not use the vacant additional unit unless such persons are family members, as defined above. For

purposes of these guest restrictions the Unit owner may only be "present" in the Unit which is his or her primary residence and not move between units in order to create guest accommodations or transient occupancy in other Units.

(viii) 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.

* * * * *

WITNESS my signature hereto this 8 day of Nov, 2022, at West Palm Beach, Palm Beach County, Florida.

**PLYMOUTH AT CENTURY VILLAGE
CONDOMINIUM #V ASSOCIATION, INC.**

Gary J. Ruben
Witness
GARY J. RUBEN
(PRINT NAME)

By: *Herbert H. Friedman*
President

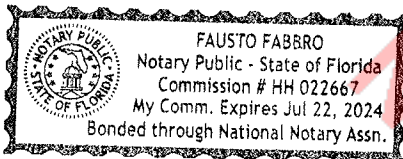
Carolyn M. Speranza
Witness
CAROLYN M. SPERANZA
(PRINT NAME)

Attest *Charlette Eisenberg*
Secretary

[Notary page to follow]

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 02 day of NOV 2022, by HERBERT FRIEDMAN and CHARLOTTE EISENBERGER, as President and Secretary, respectively, of **Plymouth at Century Village Condominium #V Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced CV + DDL as identification and did take an oath.



Fausto Fabbro (Signature)
FAUSTO FABBRO (Print Name)
Notary Public, State of Florida at Large

NOT A CERTIFIED COPY