

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
1999 UCO MODEL DOCUMENTS
CENTURY VILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM FOR
SHEFFIELD G CONDOMINIUM**

WHEREAS, the **Declaration of Condominium** for **Sheffield G Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **1958** at Page **1451**; and

WHEREAS, the **1999 UCO Model Documents Century Village, West Palm Beach** for **Sheffield G Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **11019** at Page **755**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Sheffield G Condominium Association, Inc.**, a Florida not-for-profit corporation, held **September 29, 2023** 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
AMENDED DECLARATION OF CONDOMINIUM OF
SHEFFIELD G 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.

* * *

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 or reject 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), from the Board of Directors or Management to the unit owner. However, the Association shall not unreasonably withhold its consent to any prospective sale, rental or lease. Provided, however, each unit owner shall use his or her unit 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 units 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 purchase or lease.~~ 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.~~

* * *

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. Additionally, no unit owner acquiring title after the effective date of this amendment may lease or rent his or her Condominium unit for a period of twenty-four (24) months from the date title is acquired. This twenty-four (24) month period shall run from the date of recording of any instrument transferring any ownership interest in title to the Condominium unit, except for transfers to add members of the Condominium unit owner's immediate family (defined for the purposes of this paragraph as a spouse, parents, or children) as titleholders with the Condominium unit owner or to a revocable or irrevocable living trust where such transfers were undertaken for the purpose of estate planning (Land Trusts are not excluded from the twenty-four (24) month leasing moratorium). This restriction shall not apply to Condominium units acquired by the Association or the Long-Term Lessor (its successors and assigns) while the Condominium units are owned by the Association or the Long-Term Lessor (its successors and assigns). If at the time of transfer of any interest in title a Condominium unit is already leased or rented pursuant to a lease or rental agreement entered into by the previous owner, the aforementioned twenty-four (24) month period during which the Condominium unit may not be leased or

rented shall commence at the expiration of the current term of the existing lease or rental agreement which may not be renewed or extended.

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.

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.

* * *

ARTICLE XIII

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, who may visit for a maximum of 30 days per year, and for no other purpose. ~~Therefore, the leasing of units to others as a regular practice for business, speculative, investment or other similar purposes is not permitted.~~ Only the owner's adult children may occupy the unit in the owners absence, with prior approval of the Board of Directors. ~~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.~~

* * *

[Signature page to follow]

WITNESS my signature hereto this 12 day of October, 2023, at West Palm Beach, Palm Beach County, Florida.

**SHEFFIELD G CONDOMINIUM
ASSOCIATION, INC.**

X Patricia Caputo
Witness,
Patricia Caputo
(PRINT NAME)

By: Louisa Knowles, President
Print Name: Louisa Knowles, President

X Dominick BARNAGIA
Witness,
DOMINICK BARNAGIA
(PRINT NAME)

Attest Jerry Marenga
Print Name: Jerry Marenga, Secretary
TREASURER

STATE OF FLORIDA
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12 day of October, 2023, by LOUISA KNOWLES and Jerry Marenga, as President and Secretary, respectively, of **Sheffield G Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced DRIVER LICENSE as identification and did take an oath.

Donald Foster (Signature)

Donald Foster (Print Name)
Notary Public, State of Florida at Large

