

**CERTIFICATE OF AMENDMENT TO THE  
1999 UCO MODEL DOCUMENTS MASTER DECLARATION OF CONDOMINIUM  
AND BYLAWS FOR SOUTHAMPTON B CONDOMINIUM**

I HEREBY CERTIFY that the Amendments attached as Exhibit "I" to this Certificate were duly adopted as amendments to the 1999 UCO Model Documents Master Declaration of Condominium and Bylaws for Southampton on January 26<sup>th</sup>, 2014. The Original 1999 UCO Model Documents Master Declaration of Condominium was recorded in Official Records Book 11019, at Page 755 and the Bylaws for Southampton B Condominium was recorded in Official Records Book 11019 at Page 792 of the Public Records of Palm Beach County, Florida. The original Declaration of Condominium for Southampton B was recorded in Official Records Book 2317 at Page 1472 of the Public Records of Palm Beach County, Florida.

WITNESS my signature hereto this 4<sup>TH</sup> day of February, 2014, at Palm Beach County, Florida.

**Southampton B Condominium Association, Inc.**

By: Sue Cohen, President

Attest: Joel Friedman, Secretary

S. Cohen

Joel Friedman

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February, 2014, by Sue Cohen, as President, and Joel Friedman, as Secretary, of Southampton B Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are Personally Known \_\_ or have Produced Identification \_\_.

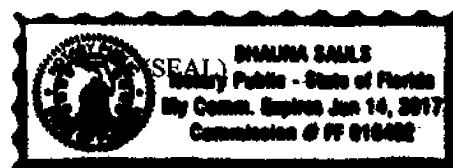
Type of Identification Produced: \_\_\_\_\_

Shauna Sauls, (Signature)

Shauna Sauls, (Print)

Notary Public, State of Florida at Large

My Commission Expires:  
JUNE 14 2017



## EXHIBIT "I"

### AMENDMENTS TO THE 1999 UCO MODEL DOCUMENTS MASTER DECLARATION OF CONDOMINIUM AND BYLAWS FOR SOUTHAMPTON B CONDOMINIUM

The Original 1999 UCO Model Documents Master Declaration of Condominium was recorded in Official Records Book 11019, at Page 755 and the Bylaws for Southampton B Condominium was recorded in Official Records Book 11019 at Page 792 of the Public Records of Palm Beach County, Florida.

(Additions shown by "underlining", deletions shown by "strikeout", unaffected text indicated by "...")

#### **ITEM 1. Article XI of the Declaration, "PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS" is amended as follows:**

##### **A. SALE OR RENTAL OF UNITS – Association to Have First Right of Refusal.**

...

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, rental, or sale 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, lease, or rent a unit for such business, speculative, investment, or other similar purposes then the association may deny approval of such purchase, lease or rental. Notwithstanding anything else stated herein, no owner may rent or lease his unit(s) without providing documentation of current insurance on his unit(s) to the Board of Directors, as is required by a recorded amendment to this Declaration.

The provisions of this Amendment shall not apply to leases already reviewed and approved by the Association or to already approved transfers of ownership. However, this Amendment shall apply to approved purchasers of units after the effective date of this amendment as provided in Section 718.110(13) Florida Statutes.

...

Notwithstanding anything else stated herein, owners who acquire their units after the effective date of this amendment shall be prohibited from renting or leasing their units for two (2) years from the date of acquiring ownership. However, the Board of Directors may, but shall not be obligated to, grant an exception to avoid undue hardship to an owner who acquires his unit by inheritance. In the event that the Board of Directors grants such exception to a unit owner who acquires his unit by inheritance, such exception shall apply only one time to a specified lessee, and only until such lessee vacates the unit. Thereafter, the two (2) year prohibition on rentals shall be enforced by the Board of Directors with full force and effect.

If the unit is leased, and the owner seeks to sell or otherwise convey the unit, including the transferring of a unit owner's interest by gift, devise, involuntary or judicial sale, the owner or his lawful representative shall, prior to closing and conveyance of the unit, terminate the lease and remove the

tenant(s). A purchaser may not purchase a unit subject to an existing lease, because purchasing a unit subject to an existing lease would violate the prohibition on leasing during the first two (2) year period of ownership.

...

**ITEM 2. Article XIII of the Declaration, "USE AND OCCUPANCY", is amended as follows:**

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, for a maximum of 30 days per year, 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. Only the owner's adult children may occupy the unit in the owner's absence, with prior approval of the Board of Directors.

The use of a unit for any commercial purposes whatsoever is strictly prohibited. However, this provision shall not prevent an owner from utilizing a portion of his unit as a home office, providing that none of the following conditions occur:

1. The existence or operation of the business activity is not apparent or detectible by sight, sound or smell from the exterior of the unit.
2. The business activity does not involve visitation by employees, clients, customers, suppliers or other business invitees who do not reside in the condominium.
3. The business activity is legal and conforms to all zoning requirements for the condominium.
4. The business activity does not increase vehicular traffic in the condominium.
5. The business activity does not increase the insurance premium paid by the condominium association or otherwise negatively affect the association's ability to obtain insurance coverage.
6. The business activity does not place an undue burden on the infrastructure of the buildings of the condominium property.
7. The business activity is consistent with the residential character of the condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the condominium, as may be determined by the sole discretion of the board of directors.
8. The business activity does not result in a materially greater use of the common areas or association services.

**ITEM 3. Article II of the Bylaws, "MEMBERSHIP AND VOTING PROVISIONS", is amended as follows:**

~~Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority not less than one-third (1/3) of the unit owners' total votes shall constitute a quorum. The term "majority" of the unit owners' total votes shall mean unit owners holding 51% of the votes.~~