

Return to:
Sue Cohen
129 Southampton B
West Palm Beach, Florida 33417

CFN 20160048556
OR BK 28099 PG 0644
RECORDED 02/11/2016 11:42:41
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0644 - 646; (3pgs)

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

I HEREBY CERTIFY that the Amendment attached as Exhibit "I" to this Certificate was duly adopted as an amendment to the 1999 UCO Model Documents Master Declaration of Condominium and Bylaws for Southampton B. 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 11th day of Feb, 2016, at Palm Beach County, Florida.

Southampton B Condominium Association, Inc.

WITNESSES

Signature:

(Print Name)

Signature

(Print Name)

By:

Sue Cohen, President

Attest:

Winifred Killips, Secretary

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

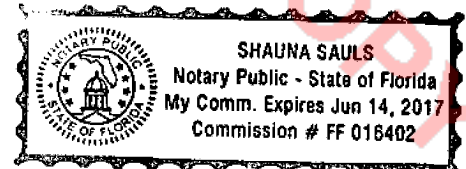
The foregoing instrument was acknowledged before me this 11th day of Feb, 2016, by Sue Cohen, as President, and Winifred Killips, as Secretary of Southampton B Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me ☒ or have Produced Identification ☐.

Type of Identification Produced:

Baugh, (Signature)

Shauna Sauls, (Print)

Notary Public, State of Florida at Large



My Commission Expires:

(SEAL)

EXHIBIT "I"

AMENDMENT 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. 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.

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

ITEM 1. Article I of the Declaration, "SUBMISSION STATEMENT", is amended as follows

V. Management Firm means and refers to any firm being licensed under Part VIII, Ch. 468.431 F.S., as amended or renumbered from time to time, or The United Civic Organization, Inc. (hereinafter "UCO" being responsible for the management of the Condominium property, as provided in Section 718.3035 F.S., as amended or renumbered from time to time, and which is hired or retained by the Board of Directors to perform management services for the Association from time to time. Use of the term "Management Firm or Association" or similar phrases shall mean the Management Firm's action if a Management Agreement is in effect and shall mean the Association action if no Management Agreement is in effect. ~~UCO as such can be considered by the Association as a Management Firm.~~

...

ITEM 2. 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.

...

Inasmuch as only natural persons may be Members of the Association, except as provided in the Declaration, and for trusts established for estate planning purposes, ownership by entities, including, but not limited to, corporations, limited liability companies and partnerships is prohibited. The foregoing prohibition on corporate ownership shall not apply to the Association or to mortgagees acquiring title to units through foreclosure or deed in lieu of foreclosure. Notwithstanding any other provisions contained in the Declaration, any deed or other instrument establishing the acquisition of ownership of a Condominium Parcel in the Condominium, shall be recorded in the Public Records of Palm Beach County, Florida, and the owner of record shall deliver to the Association through it's Board of Directors, a true copy of such deed or other instrument establishing ownership, or such deed or instrument shall be wholly null and void, and shall confer no title or interest in the ownership of the unit.

...

B. MORTGAGE AND OTHER ALIENATION OF UNITS

A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association, except for a first mortgage to an Institutional Mortgagee, as hereinbefore defined. ~~The approval of any other mortgagee may be conditioned upon the mortgage holder subordinating the mortgage behind the Association's lien rights for unpaid assessments or upon conditions determined by the Board of Directors of the Association or Management Firm, and said approval, if granted, shall be in recordable form, executed by two Officers of the Association or Management Firm.~~ Except for the purchase of a unit on a "cash sale" basis, the Board shall only permit the purchase of a unit through an Institutional Mortgagee or Credit Union, and under no circumstances shall the board consider the approval of a purchase through a private mortgagee.

ITEM 3. Article XIV of the Declaration, "MAINTENANCE AND ALTERATIONS" is amended as follows:

...

C. Each unit owner agrees as follows:

...

To maintain in good condition and repair, his unit and all interior surfaces within or surrounding his unit, including the screened porch (such as the walls, ceilings and floors) whether or not part of the unit or the common elements, and the entire interior of his unit, and to maintain and repair the fixtures and equipment therein, which includes but is not limited to the following, where applicable; -air conditioning and heating units, refrigerators, stoves, fans, hot water heaters, which shall be replaced by the unit owner at the unit owner's sole cost and expense, dishwashers, and all other appliances, drains, plumbing fixtures and connections, sinks, all plumbing and water-lines within the unit, electric panels, electric wiring and electric outlets and fixtures within the unit, and including those within the screened porch; interior doors, windows, screening and glass, including screening on the screened porch, sliding glass doors, including the operating mechanisms, all exterior doors, except the painting of exterior doors shall be a common expense of the Condominium; replace lights on the screened porch and pay for all his utilities -i.e., electric water, sewage and telephone. Where a unit is carpeted, the cost of maintaining and replacing the carpeting shall be borne by the unit owner.

...

F. The Association shall be responsible for the maintenance, replacement and repair of the common elements and all portions of the Condominium property not required to be maintained, repaired or replaced by the unit owner(s). Notwithstanding any other provision of this Declaration, a unit owner shall be responsible for the maintenance, repair and replacement of all upgrades to the unit and limited common elements which were not originally installed by the developer and are not replacements of like kind and quality. Furthermore, and in addition to the provisions of Article XIV. D, the Association's responsibilities shall not apply to the extent such maintenance, repair or replacement arises from or is necessitated by the negligence, misuse or neglect of one or more unit owners, their families, guests, or invitees, in which case such cost and expense shall be paid solely by such unit owners, and shall be enforceable in the same manner as any assessment under Article X of this Declaration, including, but not limited to, by recordation and foreclosure of a claim of lien against the unit.

Inasmuch as the unit owner's hot water heater shall be replaced by the unit owner at the unit owner's sole cost and expense, and furthermore, that the unit owner agrees to maintain his unit and aforementioned items listed in Paragraph C. in good condition and repair, it shall be the unit owner's sole responsibility to repair any damage to his unit, other units, and the common elements arising from negligence, misuse or neglect in the maintenance, repair, or replacement of the hot water heater (including electrical and plumbing connections) within his unit. This shall include the failure to replace the hot water heater prior to the tenth anniversary of its installation. As of the effective date of this amendment, any newly installed water heater shall have an emergency shut-off valve installed on the supply line.

...