



CFN 20190128464

OR BK 30536 PG 1941
RECORDED 04/11/2019 15:07:22
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1941 - 1951; (11pgs)

This instrument prepared by:
Scott A. Stoloff, Esquire
STOLOFF & MANOFF, P.A.
1818 Australian Avenue So., Suite 400
West Palm Beach, Florida 33409
(561) 615-0123

**CERTIFICATE OF AMENDMENT TO THE
1999 UCO MODEL DOCUMENTS MASTER DECLARATION OF CONDOMINIUM OF
WELLINGTON L CONDOMINIUM**

I HEREBY CERTIFY that the Amendments attached as Exhibit "A" to this Certificate were duly adopted as an Amendments to the 1999 UCO MODEL DOCUMENTS MASTER DECLARATION OF CONDOMINIUM OF WELLINGTON L CONDOMINIUM. The original 1999 UCO Model Documents Master Declaration of Condominium was recorded in Official Records Book 11019, Page 755, of the Public Records of Palm Beach County, Florida.

DATED this 3rd day of April, 2019.

As to witnesses:

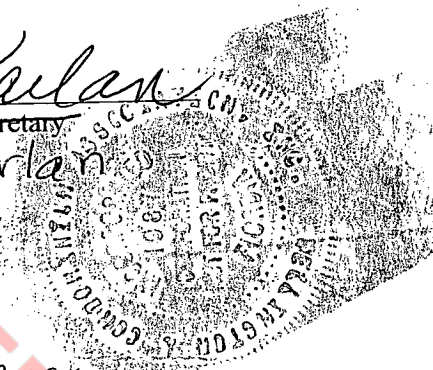
WELLINGTON L CONDOMINIUM
ASSOCIATION, INC.

Print Name: Danny Torres

By: n/a
Roger Difato, President

Print Name: ALLEN PLOTNIK

Attest:
Jackie Karlan
Peggy Johnson, Secretary

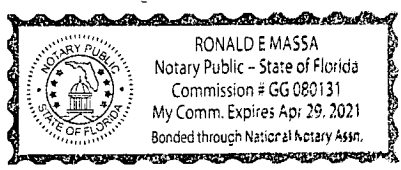


(Seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3 day of APRIL, 2019 by Roger Difato and ~~Peggy Johnson~~ Jackie Karlan, as President and Secretary of The Atlantis Regency Condominium Association, Inc., respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced CI/ID and _____ as identification and who did take an oath.

(SEAL)



NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:

This instrument prepared by:
Scott A. Stoloff, Esquire
STOLOFF & MANOFF, P.A.
1818 Australian Avenue So., Suite 400
West Palm Beach, Florida 33409
(561) 615-0123

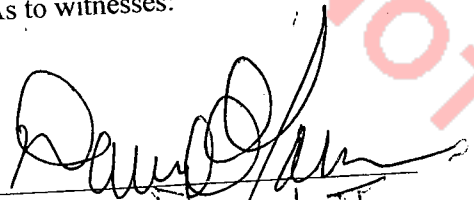
**CERTIFICATE OF AMENDMENT TO THE
1999 UCO MODEL DOCUMENTS MASTER DECLARATION OF CONDOMINIUM OF
WELLINGTON L CONDOMINIUM**

I HEREBY CERTIFY that the Amendments attached as Exhibit "A" to this Certificate were duly adopted as an Amendments to the 1999 UCO MODEL DOCUMENTS MASTER DECLARATION OF CONDOMINIUM OF WELLINGTON L CONDOMINIUM. The original 1999 UCO Model Documents Master Declaration of Condominium was recorded in Official Records Book 11019, Page 755, of the Public Records of Palm Beach County, Florida.

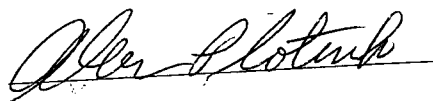
DATED this 2nd day of APRIL, 2019.

As to witnesses:

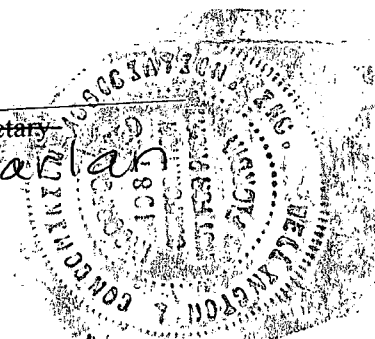
WELLINGTON L CONDOMINIUM
ASSOCIATION, INC.


Print Name: David Torres

By: Roger D. Difato
Roger Difato, President

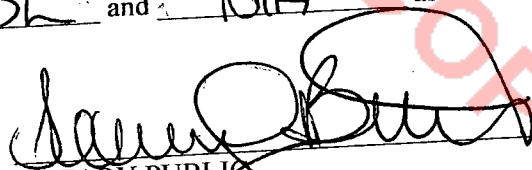

Print Name: ALLEN PLOTNIK

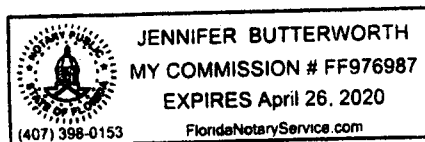
Attest: N/A
~~Peggy Johnson, Secretary~~
Jackie Karlan



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 2nd day of April, 2019 by Roger Difato and ~~Peggy Johnson~~, as President and Secretary of The Atlantis Regency Condominium Association, Inc., respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced FWDK and N/A as identification and who did take an oath.


NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:



(SEAL)

EXHIBIT "A"
AMENDMENTS TO THE
1999 UCO MODEL DOCUMENTS MASTER DECLARATION OF CONDOMINIUM OF
WELLINGTON L CONDOMINIUM

The original 1999 UCO Model Documents Master Declaration of Condominium is recorded in Official Records Book 11019, Page 755 of the Public Records of Palm Beach County, Florida.

Words added are underlined; words deleted are ~~stricken~~:

ITEM 1. Article XI of the aforesaid Declaration is amended by deleting it in its entirety and replacing it with the following (See Article XI for present text):

SALES, LEASES AND OTHER TRANSFERS

A. TRANSFERS SUBJECT TO APPROVAL.

1. Sale or Other Transfer. No owner of a Condominium parcel (also referred to as "Owner") may dispose of a Condominium Parcel (the term "Condominium Parcel" shall also be referred to as "Unit") or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors. No owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option or other similar transactions) without prior written approval by the Board of Directors.

2. Gift. If any owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.

3. Devise or Inheritance. If any owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. If any owner acquires his title by devise or inheritance, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors. Approval to own or occupy may not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the deceased owner by blood or by adoption.

4. Other Transfers of Title. If any owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined below.

5. Lease. No owner may lease, renew a lease or extend a lease of a Unit without the prior written approval of the Board of Directors. The term "lease" used throughout this Article XI and Declaration, whether written or verbal, shall be deemed to include any type of lease or rental

agreement or any other agreement or arrangement in which one or more occupants of the Unit is/are providing compensation or other consideration (i.e. services, employment or otherwise) to the owner or other third party in exchange for occupying the Unit. The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The term "tenant" and "lessee" shall likewise be used interchangeably.

6. Guests and Occupants. All occupants of a Unit must obtain prior written approval of the Board of Directors before occupying the Unit, except for guests of an owner or approved tenant occupying the Unit when the owner or tenant is not absent from the Unit and such stay is less than 30 consecutive or non-consecutive days in a twelve month period. Individuals and guests, other than owners and approved tenants, staying in a Unit for more than thirty (30) consecutive or non-consecutive days in a twelve month period, and individuals and guests staying in a Unit when the owner or tenant is absent from the Unit shall be considered tenants and shall be subject to approval by the Association in accordance with this Article XI. The Association may promulgate rules and regulations governing guests and registration of guests. An owner or tenant is deemed "absent" from a Unit when the owner or tenant does not stay overnight with the guest.

B. LEASES. No portion of a Unit (other than an entire Unit) may be rented and all leases shall comply with the following provisions:

1. No owner may lease, renew a lease or extend a lease of a Unit without the prior written approval of the Association which authority may be delegated to a committee or agent. No person may occupy a Unit as a tenant, family member of a tenant, or otherwise without prior written approval of the Board of Directors.

2. Notwithstanding anything stated elsewhere in this Declaration, all occupancies of a Unit in which one or more occupants is/are providing compensation or other consideration (i.e. services, employment or otherwise) to the owner or other third party in exchange for occupying the Unit must first be approved by the Association.

3. All leases and rentals of a Unit shall be for a minimum period of twelve months. Owners shall only be permitted to lease their Units once in any twelve month period.

4. Daily and weekly leases and rentals are prohibited. No individual rooms may be rented and no transient tenants or occupants may be accommodated. "Rent-sharing" and subleasing is prohibited.

5. An Owner who acquires title to a Unit after the effective date of this amendment is prohibited from leasing the Unit during the first 24 months after acquiring title to the Unit. This subsection shall not apply to the Association when acquiring title to a Unit through foreclosure or deed in lieu of foreclosure.

6. Approval by Association. The approval of the Association that is required for a lease of a Unit shall be obtained in the following manner:

a) Notice to Association: An owner desiring to lease his Unit, shall give to the Association notice of such intention together with a copy of the proposed lease, rental agreement or other agreement, the name of the proposed lessee(s) and all proposed occupants, a completed application and any other information requested by the Association. The Association has the right to require that a substantially uniform form of lease be used and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board has the right to conduct background searches on the proposed tenant and their spouse, if applicable, and all proposed occupants of the Unit. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a Unit, as a condition for approval.

b) The provisions of Florida Statutes Chapter 718, this Declaration, the Articles, the Bylaws and the rules and regulations of the Association shall be deemed expressly incorporated into any lease of a Unit. Unless otherwise required by Florida Law, including but not limited to Florida Statute Section 83.683 pertaining to servicemembers, the Association shall have thirty (30) days from the receipt of notice and all information required within which to approve or disapprove of the proposed lease or proposed lessees or occupants. The Association shall endeavor to give the owner written notice of its decision within said period. However, failure of the Association to provide written notice of its decision within said period shall not be deemed an approval of the lease.

c) Failure to Give Notice to Association: If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring possession of a residence, the Association, at its election and without notice, may approve or disapprove the transfer.

d) Disapproval by Association. If the Association shall disapprove a proposed lease or occupancy of a Unit then such lease or occupancy shall not occur.

7. Tenant Conduct, Remedies.

a) All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases, whether written or oral, shall provide or be deemed to provide that the tenants have read and agreed to be bound by this Declaration, Articles of Incorporation, By-Laws and Rules and Regulations as the same may be amended from time to time ("Association Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Association Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Association Documents or Florida law.

b) If a tenant fails to abide by the Association Documents, the owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Association Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The owner shall have the duty to bring his tenant's conduct

into compliance with the Association Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible.

c) If the owner fails to bring the conduct of the tenant into compliance with the Association Documents, then the Association shall have the authority to revoke its approval of the lease and take whatever action is necessary to abate the tenants' non-compliance with the Association Documents or seek removal of the tenant from the Unit and the community. Such action may include, but shall not be limited to, the right to institute an action for injunctive relief seeking removal of the tenant from the Unit and the community and/or the right to act as agent of the Owner and institute an action for eviction against the tenant pursuant to Florida Statutes Chapter 83 in the name of the Association, or as agent of the owner. In any such action or effort to obtain compliance with the Association Documents by the tenant, the Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the owner which shall be secured by a continuing lien in the same manner as assessment charges.

d). Unapproved or Unauthorized Lease or Occupancy. Any lease or occupancy of a Unit, which has not been approved or has been disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Association. The Association shall have the right to remove any unapproved or unauthorized occupants and their personal belongings by injunctive relief or by any other means provided for in this Declaration including the remedies set forth in paragraph (c) above.

8. Reasons for Disapproval of a Lease. Disapproval of a Lease shall be for Good Cause and may include, but shall not be limited to, the following reasons:

a) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium;

b) The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

c) The person seeking approval or any other person who is to occupy the Unit has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this community or other residences as a tenant, or owner;

d) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

e) The Owner requesting approval of the lease has had fines assessed against him or her which have not been paid;

f) The Owner requesting approval of the lease is delinquent in paying maintenance assessments and all related charges due to the Association.

g) The application, lease or any other documents submitted to the Association in connection with the lease and approval process by the Association contains false statements.

h) The lease or rental of the Apartment Unit will result in a violation of Paragraph B.5 above.

9. Association Fee. The Owner or lessee seeking approval of a lease of a Unit shall pay a transfer fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with an extension or renewal of a lease.

10. Owner's Failure to Pay Assessments or other monetary obligation/Tenant's Obligation. If an Owner fails to pay any assessment or other monetary obligation due to the Association, then the Association may collect the rent from the tenant and be entitled to all remedies as set forth in Florida Statute Chapter 718.

C. SALES, GIFTS, INHERITANCE AND OTHER TRANSFERS OF TITLE OF UNITS. Sales, and other transfers of title or interest in a Unit shall not occur without the prior written approval of the Association and shall comply with the following provisions.

1. Association Approval For Sales and Other Transfers of Ownership of A Unit. The approval of the Association that is required for the transfer of ownership of a Unit shall be obtained in the following manner:

a) Notice to Board of Directors.

1) Sale. An Owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Board of Directors notice of such intention, together with the name and address of the intended purchaser, an executed copy of the purchase contract and its exhibits, such other information concerning the intended purchaser and the transaction as the Board of Directors may reasonably require and the application fee. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed occupants of the Unit.

2) Gift, Devise or Inheritance; Other Transfers. An Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the Owner as the Board of Directors may reasonably require and a certified copy of the instrument evidencing the Owner's title.

3) Failure To Give Notice. If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit and Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

2. Certificate of Approval.

a) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information required by the Association, including a personal interview if requested by the Board of Directors, and application fee, the Board of Directors must either approve or disapprove the proposed transaction.

b) Gift, Devise or Inheritance; Other Transfers. If the Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information as the Board of Directors may reasonably require, including a personal interview if requested by the Board of Directors, the Board of Directors must either approve or disapprove the continuance of the Owner's ownership of his Unit and Unit.

3. Disapproval by Board of Directors. If the Board of Directors shall disapprove a transfer of ownership of a Unit, then the transfer shall not occur. If the Board of Directors shall disapprove occupancy of a Unit by an individual, then occupancy of a Unit by such individual shall not occur.

4. Reasons for Disapproval of a Sale or other Transfer of Title. Disapproval of a sale or other transfer of title shall be for good cause and may include, but shall not be limited to, the following reasons:

a) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the community;

b) The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

c) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

d) The person seeking approval or any other person who is to occupy the Unit has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium or other residences as a tenant, or owner;

e) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

f) The Unit owner requesting the transfer has had fines assessed against him or her which have not been paid;

g) The Owner requesting transfer of the lease is delinquent in paying maintenance assessments and all related charges due to the Association;

h) The application, purchase contract or any other documents submitted to the Association in connection with the sale and approval process by the Association contains false statements; or

i) The sale would result in a violation of Article XI, Paragraph D of this Declaration.

5. Transfer Fee. The Association may charge a transfer fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction.

6. Unapproved or Unauthorized Transfer/Remedies. Any transfer of title or occupancy of a Unit, which has not been approved or has been disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Association. The Association shall have the right to pursue all legal remedies available to remove any unapproved or unauthorized occupants and their personal belongings and seek to have the sale vacated, including but not limited to, injunctive relief or any other means provided for in this Declaration.

D. Subsequent to the date this amendment is recorded in the public records of Palm Beach County, Florida no person, individual, corporation, partnership, trust or other entity, may hold or acquire ownership of or acquire an ownership interest in, more than two (2) condominium units during any time period. This restriction will apply to any legal entity in which a person who is otherwise a unit owner at Wellington L holds any legal or equitable interest. For purposes of this subparagraph an individual is deemed to own a Unit owned by the individual's spouse, mother, father, son, daughter, or an entity in which the individual and/or the individual's spouse, mother, father, son or daughter is an officer, director, shareholder, partner or employee. For purposes of this subparagraph an entity is deemed to own a Unit owned by an officer, director, shareholder, partner or employee of the entity; a Unit owned by any spouse, mother, father, son, or daughter of such officer, director, shareholder, partner or employee; a Unit owned by another entity in which an officer, director, shareholder, partner or employee of the entity is also an officer, director, shareholder, partner or employee; or a Unit owned by another entity in which a spouse, mother, father, son, or daughter of such officer, director, shareholder, partner or employee is also an officer, director, shareholder, partner or employee. Any person, individual, corporation, partnership, trust or other entity, who has an ownership interest in more than one (1) condominium unit shall only be permitted to lease one condominium unit at any one time. Any other condominium unit in which a person, individual, corporation, partnership, trust or other entity, has an ownership interest

cannot be rented during the twelve month rental period regardless of whether the condominium unit that is rented becomes vacant any time during the twelve month rental period.

E. After judicial sale of a unit, or any interest therein, through foreclosure or any other judicial process, the sale and purchaser must still be approved by the Association, which approval shall be in recordable form, executed by two officers of the Association, and delivered to the purchaser.

An Institutional First Mortgagee, or any other mortgagee, holding a mortgage on a Condominium parcel, upon becoming the owner of a Condominium parcel through foreclosure, or by deed in lieu of foreclosure, or whosoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses, may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or mortgage said parcel, or occupy said parcel without the prior written approval of the Board of Directors.

Item 2: Article XIII of the Declaration is amended by adding a new un-numbered paragraph as follows (Words added are underlined; words deleted are stricken.):

For the purposes of this paragraph, a “Truck” shall be defined as a vehicle with a bed behind the passenger cab, regardless of whether the bed is enclosed and shall not include any vehicle commonly known as an SUV. All commercial vehicles (i.e., any vehicle which has any exterior lettering or logo, or has visible tools or equipment), recreational vehicles, trailers, campers, camper trailers, boats, watercraft, boat trailers, Trucks rated more than one-half ton capacity (i.e., larger than a Ford F150 or GMC 1500) motorhomes, buses, non-passenger vans (i.e., any van which does not have permanent installed seating for four or more passengers and does not have windows completely circling the exterior or is in excess of 218 inches in length), or any vehicles over 80 inches in height shall not be parked on the Condominium Property except: (1) commercial vehicles, vans, or Trucks delivering goods or furnishing services temporarily during daylight hours and (2) upon such portions of the Condominium Property as the Board may, in its discretion, allow. The Association shall have the right to authorize the towing away of any vehicles in violation of this paragraph with the costs and fees, including attorneys’ fees, if any, to be paid by the vehicle owner or violator. Such costs and fees, including attorneys’ fees shall be deemed an assessment against the Unit of the violator if the Unit owner is the violator, or against the Unit of the owner if the violator is a guest or invitee of the Owner.

Item 3: Article XIII of the Declaration is amended by adding a new un-numbered paragraph as follows (Words added are underlined; words deleted are stricken.):

Each Owner shall provide the Association with a key to the Owner’s Unit. The Association shall have access to the Units as permitted by law. In addition, if an Unit will be vacant for more than one week, the regular occupant of the Unit, whether it be the Owner or a tenant, shall allow the Association to use the key to the Unit to access the Unit, and the owner shall leave a key to each

vehicle used by the Owner, occupant or tenant in a conspicuous location inside of the Unit so that the Association may move any such vehicle if deemed necessary by the Association.

NOT A CERTIFIED COPY