

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 FOR
WINDSOR F CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Windsor F Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2054** at Page **1044**; and

WHEREAS, the **1999 UCO Model Documents Century Village, West Palm Beach Amended Declaration of Condominium for Windsor F Condominium** has 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 **Windsor F Condominium Association, Inc.**, a Florida not-for-profit corporation, held **February 24, 2024**, 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 amendment to the Amended Declaration of Condominium are a true and correct copy of the amendment as amended by the membership.

**AMENDMENT TO THE
1999 UCO MODEL DOCUMENTS
CENTURY VILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM FOR
WINDSOR F 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.

* * *

~~No Condominium unit owner acquiring title after the effective date of this amendment may lease or rent his or her Condominium unit for a period of thirty-six (36) consecutive months from the date title is acquired. This thirty-six (36) 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 trust where such transfers were undertaken for the purpose of estate planning. 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. 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 thirty-six (36) consecutive month period during which the Condominium 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.~~

No Condominium unit owner acquiring title after the effective date of this amendment may rent or lease his or her unit in this Condominium, except as provided in this paragraph. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to a unit owner to lease or rent his or her unit only for the specific circumstances outlined below. The only hardships that will be recognized by the Association are:

(1) medical hardships including but not limited to when the unit owner is hospitalized, placed in a nursing home, or is required to live elsewhere for a period of time for rehabilitation or otherwise, in which case the unit may be rented or leased one time for a period of no less than six (6) consecutive months and no greater than twelve (12) consecutive months, after which time the unit owner will be prohibited from further rentals; and

(2) when a unit owner dies and his or her heirs or beneficiaries inherit the unit and the heirs or beneficiaries do not choose to occupy the unit or cannot occupy the unit because one of the occupants would not be 55 years of age or older. Such heirs and beneficiaries may only rent the unit one time for a period of no less than six (6) consecutive months and no greater than twelve (12) consecutive months, after which they will be prohibited from further rentals.

(3) Only entire units may be rented or leased for hardships, no portion of a unit may ever be rented or leased. Notwithstanding the foregoing, a unit shall not be leased or rented without the prior written approval of the Association in accordance with this Article XI. Unit owners of rented units can be required to pay a security deposit established by the Board which complies with the Condominium Act, as amended from time to time.

(i) The foregoing leasing/rental restrictions shall not apply to Condominium units acquired by the Association while the Condominium units are owned by the Association or to the Long-Term Lessor which the units are owned by the Long-Term Lessor.

(ii) 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 prohibition on leasing or renting the Condominium unit shall commence upon the expiration of the existing lease or rental agreement, which may not be extended or renewed.

* * * * *

WITNESS my signature hereto this 5 day of March, 2024, at West Palm Beach, Palm Beach County, Florida.

**WINDSOR F CONDOMINIUM
ASSOCIATION, INC.**

Michael Zaslow
Witness

Michael Zaslow
(PRINT NAME)

Donald Foster
Witness

Donald Foster
(PRINT NAME)

By: Marie Richardson
President

Print Name: MARIE Richardson

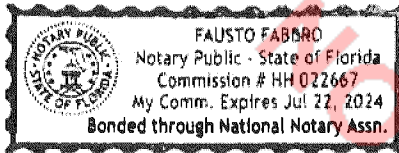
Attest Aida Nunez
Secretary

Print Name: Aida Nunez

[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 5 day of MARCH 2024, by and MARIE RICHARDSON, as PRES and ADA HUNEZ respectively, of **Windsor F Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced D.L. & C.V. as identification and did take an oath.



Fausto Fabbro (Signature)

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

A CERTIFIED COPY