

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
DECLARATION OF CONDOMINIUM FOR
WINDSOR K CONDOMINIUM**

WHEREAS, the **Declaration of Condominium** for **Windsor K Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2036** at Page **189**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Windsor K Condominium Association, Inc.**, a Florida not-for-profit corporation, held **May 20, 2024**, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Condominium are a true and correct copy of the amendments as amended by the membership.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM FOR
WINDSOR K 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.

1. Should a unit owner wish to sell, lease or rent his Condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), ~~he shall, before accepting any offer to purchaser, sell or lease or rent his Condominium parcel, deliver to the Board of Directors of the Association, a written notice containing the terms of the offer he has received which he wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be~~

~~made, three Bank references and five individual references — local, if possible, and such other information (to be requested within five days from receipt of such notice) as may be required by the Board of Directors of the Association. the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale, a copy of the proposed lease/rental agreement, trust documents, the Letters of Administration issued to a deceased Owner's Personal Representative in the event of a transfer by bequest or devise, and a copy of any other documentation pertaining to a proposed transfer and the proposed transferee(s) and all intended occupants as the Association may reasonably require, completed applications on forms prescribed by the Association (which may include UCO forms if adopted by the Association), and such other and further information about the intended transferees or occupants as the Association may reasonably require. The Association will conduct background investigations and screen all prospective purchasers, tenants/lessees, and occupants of a Unit, with such screening being conducted by the Association, the United Civic Organization (UCO), or a third-party screening company hired by either the Association or UCO. Such background investigations will include, but are not limited to criminal, financial, employment, previous housing, and credit background checks. No additional applicants, other than those submitted for screening at the time the notice to the Association is provided pursuant to this section, will be approved for ownership, tenancy, or residency or occupancy at the condominiums operated by the Association until the sales transaction (or lease transaction) has closed. All additional residents or occupants subsequent to the initial approval must also be submitted to the screening process. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.~~

2. The Board of Directors of the Association, within thirty (30) ~~forty-five (45)~~ days after receiving such notice and such supplemental information as is required by this Declaration and/or by the Board of Directors or Management Firm, shall either consent to 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), object to the sale, leasing or renting to the prospective purchaser, lessee or renter, or the resident or occupant, for good cause, which cause need not be set forth in the 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. If good cause exists for the Association to disapprove a proposed sale, conveyance, or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute purchaser for the unit. Good cause shall be defined to include the following (the following provisions shall apply to tenants/lessees and their residents or occupants when a unit is leased).

(a) The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for

membership because of the restrictions on occupancy or ownership set forth in this Declaration; or

(b) The person seeking approval (which shall hereinafter include all proposed residents or occupants) has been convicted of, plead no contest to, or has been released from incarceration, probation or community control for:

(i) a capital, first or second degree felony involving violence to persons within the past ten (10) years; or

(ii) any drug offense involving the manufacture and/or distribution of illegal drugs within the time frames permitted by applicable law;

(iii) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior within the time frames permitted by applicable law;

(c) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction, plea or release occurred or when that label occurred;

(d) The person seeking approval is currently on probation or community control for a felony involving violence to another or damage to property;

(e) For transfers by sale, the person seeking approval intends to purchase the Unit without paying at least twenty percent (20%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the Unit with a loan to value ratio (based upon the bona fide sale price) in excess of eighty percent (80%); the foregoing shall not apply to United States military personal (both active duty or veterans) obtaining loans through the United States Veterans Administrative or comparable organizations; or

(f) The applicant takes possession of the Unit prior to approval by the Association as provided for herein; or

(g) The person seeking approval has a documented history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this condominium or any other condominium,

homeowners association, rental apartment, or otherwise, as a lessee, guest, owner or occupant of a Unit; or

(h) The prospective purchaser(s) already owns one (1) unit at the Condominium and the transfer would violate Section A(1) of this Article XI;

(i) The applicant fails to comply with the requirements of Section A(3) of this Article XI; or

(j) The prospective transferees (or one of the prospective transferees, if there is more than one transferee) have:

(i) a history of financial problems or financial irresponsibility as demonstrated by:

(1) a bankruptcy, foreclosure or short sale within the seven (7) years prior to submitting the application to this Condominium; and/or

(2) one or more of the prospective transferees have, either individually or combined, a history of six (6) or more instances on his or her (or their combined) credit report(s) when creditors advised the credit bureau, in the twelve (12) months prior to the submission of their application to the Association, that the account was paid (30) days or more past the due date established for that account.

3. Failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest pursuant thereto, to the prospective purchaser or tenant named therein, within ninety (90) days after his notice was given.

4. The consent of the Board of Directors of the Association, or the Management Firm shall be in recordable form, signed by two Officers of the Association or the Management Firm, and shall be delivered to the purchaser or lessee. Should Board of Directors fail to act, as herein set forth and within the time provided herein, the Board of Directors of the Association or the Management Firm shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form, as aforesaid and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors or Management Firm as herein set forth.

5. The sub-leasing or sub-renting of a unit owner's interest in a unit 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, only 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 prohibited and are not excluded from the 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.

6. 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.

7. Compliance with Fair Housing Laws. There shall be no limitation upon sales, leases, or occupancy of any unit based upon race, sex, color, religion, national origin, disability, sexual orientation, age (except that occupancy may be based on State and Federal laws regarding housing for older persons communities), marital status, or gender identity or expression, or any other protected classes which may be added by federal, state, or county governments from time to time. [Familial status discrimination is omitted in the foregoing list as the community is a Housing for Older Persons Community but shall be reincluded if the condominium ever loses that status.]

8. 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.

9. 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 of apartments to others as a regular practice for business, speculative investment, or other similar purposes is not permitted. To meet special situations and to avoid undue hardship or practical difficulties the Board of Directors may grant permission to an owner to lease his or her apartment one time to a specified lessee for a period of not less than four (4) consecutive months, and no unit may be leased more than once in a twelve (12) month period.

* * * * *

WITNESS my signature hereto this 19 day of July, 2024, at West Palm Beach, Palm Beach County, Florida.

WINDSOR K CONDOMINIUM ASSOCIATION, INC.

Witness: Joyce Reiss

Print Name: Joyce Reiss

Address: 429 Wellington G
WPB, FL 33417

Witness: Ruth Dreiss

Print Name: RUTH DREISS

Address: 124 CHATHAM F
WPB FL 33417

By: Sheila McKnight

Print Name: Sheila McKnight, President

Address: 242 Windsor K
WPB, Florida 33417

Attest: Joan Lawson

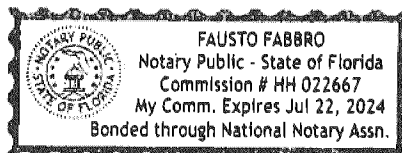
Print Name: Joan Lawson, ^{Treas} Secretary

Address: 237 Windsor K
WPB, Florida 33417

[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 19 day of July 2024, by Sheila McKnight and Sean Lawson, as President and Treas, respectively, of **Windsor K Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced CV & DL as identification and did take an oath.



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