CFN 20170310045
OR BK 29315 PG 0399
RECORDED 08/24/2017 15:46:55
Palm Beach County, Florida
Sharon R. Bock,CLERK & COMPTROLLER
Pgs 0399 - 403; (5pgs)

This instrument was prepared by:
MARK D. FRIEDMAN, ESQ.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401
(W-C 112)

CERTIFICATE OF AMENDMENT TO THE 1990 UCO MODEL DOCUMENTS CENTURY VILLAGE, WEST PALM BEACH AMENDED DECLARATION OF CONDOMINIUM FOR BEDFORD A CONDOMINIUM

WHEREAS, the **Declaration of Condominium** for **Bedford A** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **1861** at Page **288**; and

WHEREAS, the **1999 UCO Model Documents Century Village, West Palm Beach Amended Declaration of Condominium** for **Bedford A 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 **Bedford A Condominium Association of Century Village West Palm Beach, Florida, Inc.**, a Florida not-for-profit corporation, held **May 27, 2017**, 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 amendments to the Amended Declaration of Condominium are a true and correct copy of the amendments as amended by the membership.

AMENDMENTS TO THE 1999 UCO MODEL DOCUMENTS CENTURY VILLAGE, WEST PALM BEACH AMENDED DECLARATION OF CONDOMINIUM FOR BEDFORD A 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 unit may be leased or rented. This restriction shall not apply to units acquired by the Association while the units are owned by the Association. Anyone grandfathered from the leasing prohibition shall comply with the requirements of this section.

In the event any unit owner wishes to sell, rent or lease his unit, the Association shall have the option to purchase, rent or lease said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lese said unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the

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intended purchaser, tenant or lessee.

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 purchase, sell or lease, or rent, his Condominium parcel, deliver to the Board of Directors of the Association, a written notice containing the executed lease or purchase agreement and the terms of the offer he has received or 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, 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 Board of Directors of the Association is authorized to waive any or all of the references aforementioned. All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by the Chapter 718, Florida Statutes ("Condominium Act"), as same may be amended from time to time. Prospective tenants must submit to a background investigation. All transfers by lease may be conditioned upon the posting of a security deposit not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time.

The Board of Directors of the Association, within thirty (30) days after receiving such notice and such supplemental information as is required by the Board of Directors 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), or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board of Directors to the unit owner. However, the Association shall not unreasonably withhold its consent to any prospective sale, rental or lease.

All prospective purchasers and tenants must submit to a background investigation. The Association must approve or disapprove a sale or lease within thirty (30) days of receipt of the last of the information required by this section. The Association may disapprove a sale or lease on any reasonable grounds, including, but not limited to, any of the provisions defining good cause as follows:

If good cause exists for the Association to disapprove a proposed sale or lease, Association shall not be obligated to provide a substitute purchaser or lessee. Good cause shall be defined to include the following:

(1) 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

~~(2) The person seeking approval (which shall include all proposed occupants) has been convicted at any time of a felony involving violence to persons or a felony where the victim was a minor or has been convicted of any other felony within the ten (10) years preceding the date of application; or~~

(2) The person seeking approval (which shall hereinafter include all proposed 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) a first or second degree felony involving illegal drugs within the past ten (10) years; or

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(iii) any drug offense involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred;

(iv) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred;

(3) 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;

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

(~~3~~ 5) The applicant takes possession of the Unit prior to approval by the Association as provided for herein; or

(~~4~~ 6) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this condominium or other condominiums, homeowners associations or rental communities as a lessee, guest, owner or occupant of a home or Unit; or

(~~5~~ 7) The Unit owner does not produce proof of casualty insurance coverage at time of closing as required by Section 718.111(11), Florida Statutes, as same may be amended from time to time; or

(~~6~~ 8) The applicant fails to comply with the requirements of Section XI hereof or his/her/their occupancy would violate Article XIII of the Declaration or any other use restriction or Rules and Regulations as may be amended from time to time.

(~~7~~ 9) No lease will be approved if, at the time of the application or at any time prior to the time approval is to be granted, the Unit is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Unit is in violation of any provision of this Declaration or the Rules and Regulations which remains uncured at the time the Association is required to make its election hereunder.

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.

The consent of the Board of Directors of the Association shall be in recordable form, signed by two Officers of the Association 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 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 as herein set forth.

The sub-leasing or sub-renting of a unit owner's interest shall be prohibited. The Association 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, entire units may be rented

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provided the occupancy is only the Lessee, his family and guests. No individual rooms may be rented, and no transient tenants may be accommodated. Unit Owners may only lease their units (enter into a lease agreement) once per calendar year. The lease shall be for no longer than twelve (12) months and for no less than four (4) months. Leases may be renewed but may not be extended. A renewal of a current lease shall be considered a new lease for the purpose of establishing the number of times per year that a unit has been leased. Tenants may not maintain pets of any kind in their units or on the common elements. 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 is desires, in compliance with the provisions of this Article XI. As Bedford A Condominium is designated as housing for older persons, occupancy must comply with Article XIII of this Declaration. Additionally, all guests occupying a unit for more than ten (10) cumulative days in any calendar year in the absence of the unit's owner(s) shall be considered a tenant or tenants for purposes of this subsection. Owners may only rent after one year (12 consecutive months) of ownership from the date of recordation of the deed in the public records.

~~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 during the ownership of the apartment to a specified lessee. 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 lease.~~

* * * * *

WITNESS my signature hereto this 19 day of August, 2017, Palm Beach County, Florida.

BEDFORD A CONDOMINIUM ASSOCIATION OF CENTURY VILLAGE WEST PALM BEACH, FLORIDA, INC.

SL Sandra Levine
Witness

By: Raffaella Boyle
President

RAFFAELLA BOYLE

SL SANDRA LEVINE
(PRINT NAME)

SM Juana Molina
Witness

JM Juana Molina
(PRINT NAME)

[Notary page to follow]

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STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 19 day of August 2017 by Sandra Levine, as Juana Molina of **Bedford A Condominium Association of Century Village West Palm Beach, Florida, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me, or has produced License as identification and did take an oath.

Regina V. Jackson (Signature)

REGINA V. JACKSON (Print Name)

Notary Public, State of Florida at Large

REGINA V JACKSON
Notary Public - State of Florida
My Comm. Expires Sep 10, 2017
Commission # FF 53038

REGINA V. JACKSON
Notary Public - State of Florida
My Comm Expires Sep 10, 2017
Commission # FF 53038

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