

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
1999 UCO MODEL DOCUMENTS
CENTURYVILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM OF
WELLINGTON D CONDOMINIUM
AND THE BY-LAWS FOR
WELLINGTON D CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the **Declaration of Condominium for Wellington D Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **1931** at Page **194**; and

WHEREAS, the **1999 UCO Model Documents Century Village, West Palm Beach for Wellington D Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book **11019** at Page **755**; and

WHEREAS, the **By-Laws for Wellington D Condominium Association, Inc.** are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of **Wellington D Condominium Association, Inc.**, a Florida not-for-profit corporation, held **December 9, 2018**, the aforementioned **Declaration of Condominium and By-Laws** were amended pursuant to the provisions of said **Declaration of Condominium and By-Laws**.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the **Declaration of Condominium and By-Laws** 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
WELLINGTON D CONDOMINIUM**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

**IX
THE OPERATING ENTITY**

The operating entity of the Condominium shall be an incorporated (if applicable) Association, pursuant to Section 718.111 F.S. which shall be organized and fulfill its functions pursuant to the following provisions:

* * *

C. The members of the Association shall consist of all of the record owners of Condominium parcels in this condominium, and their voting rights shall be as provided in Article V. hereinabove and in the By-Laws of the Association attached hereto. Change of membership in the Association and designation of Voting Member shall be as provided in the By-Laws of the Association attached hereto. Membership shall be established by the acquisition of ownership of fee title to, or fee interest in, a Condominium parcel in the Condominium, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Palm Beach County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument.

* * *

**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.

* * *

The sub-leasing or sub-renting of a unit owner's interest 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, 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. Where a permitted Corporate entity or an entity which owned a unit prior to the date these amendments were recorded 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.

B. MORTGAGE AND OTHER ALIENATION OF UNITS

1. Units may only be financed by institutional mortgagees. For purposes of this paragraph, the term "institutional mortgagee" means the owner and holder of a mortgage encumbering a Condominium unit which owner and holder of said mortgage is a bank, a life insurance company, a federal or state savings and loan association, a real estate or mortgage investment trust, a credit corporation having in excess of Fifty Million Dollars, a federal or state agency, the United States Department of Veterans Affairs, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and similar agencies, their successors and assigns. Other entities and/or individuals are prohibited from financing units at Wellington D. The Association shall deny any sale or transfer of a Condominium unit if a non-institutional mortgagee will be holding the mortgage. Unit owners are prohibited from refinancing or taking out an equity line of credit on his or her unit with a non-institutional mortgagee. A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association or Management Firm, 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.

2. No judicial sale of a unit, nor any interest therein, shall be valid unless:

(a) The sale is to a purchaser approved by the Association or Management Firm, which approval shall be in recordable form, executed by two Officers of the Association or Management Firm, and delivered to the purchaser; or,

(b) The sale is a result of a public sale with open bidding.

3. Any ~~sale, mortgage or lease, transfer~~ which is not authorized pursuant to the terms of the Declaration or which runs contrary to the requirements of the Declaration, shall be void, unless subsequently approved by the Board of Directors of the Association ~~or Management Firm~~, and said approval shall have the same effect as though it had been given and filed simultaneously with the instrument it approved.

4. The foregoing provisions of this Article XI shall ~~not~~ also apply to transfers by a unit owner to any member of his immediate family including but not limited to (vizi- spouse, children or parents. Title to a unit may not be held in the name of more than two (2) natural persons. No person or permitted entity (other than the Association or a Mortgagee taking title by foreclosure or deed in lieu of foreclosure) may own or have any ownership interest, directly or indirectly, jointly or individually, in more than two (2) units in the Condominium operated by the Association including, without limitation, individually, jointly or through his or her spouse, roommate, a "straw man", or otherwise or a corporate entity as a partner, officer, director, shareholder, trustee, beneficiary or employee of any partnership, corporation, company, trust or any type of entity owning any ownership interest in or to a unit. Such additional transfers shall be considered void.

The phrase "sell, rent, or lease", in addition to its general definition, shall be defined as including the transferring of a unit owner's interest by gift, devise or involuntary or judicial sale.

In the event a unit owner dies and his unit is conveyed or bequeathed to some person other than his spouse, children, or parents, or if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium unit, or if, under the laws of descent and distribution of the State of Florida, the Condominium unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors of the Association or Management Firm may within thirty (30) days of proper evidence or rightful designation served upon the President or any other Officer of the Association or Management Firm, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium parcel.

If the Board of Directors of the Association or Management Firm shall consent, ownership of the Condominium parcel may be transferred to the person or persons so designated, who shall, thereupon, become the owner(s) of the Condominium parcel, subject to the provisions of the Enabling Declaration and the Exhibits attached hereto.

If, however, the Board of Directors of the Association or Management Firm shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash the said Condominium parcel, at the then

fair market value thereof. Should the parties fail to agree on the value of such Condominium parcel, the same shall be determined by an Appraiser appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, upon ten (10) days' notice, on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such Condominium parcel. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium parcel; or, such person or persons, or the legal representative of the Deceased owner may sell the said Condominium parcel, and such sale shall be subject in all other respects to the provisions of this Enabling Declaration and Exhibits attached hereto.

* * *

ARTICLE XIII

USE AND OCCUPANCY

The owner of a unit shall occupy and use his apartment unit as a single family private dwelling, for himself and the adult members of his family, and his social guests, and for no other purpose. Unless the unit is vacant, at least one permanent occupant must be age fifty-five (55) or older. Otherwise, no person under the age of fifty-five (55) years of age shall be permitted to reside in any of the units or rooms thereof in this condominium, except that children under the age of fifteen (15) may be permitted to visit and temporarily reside for reasonable periods not in excess of 30 days in any calendar year.

The Board, upon application and review, may grant exceptions to occupancy and allow a limited number of persons under the age of fifty-five (55) when the Board finds undue hardship to the applicant.

All prospective owners, lessees or occupants shall be notified of this restriction and must show proof of age. This restriction and its enforcement is not an admission that the condominium in any way engages in interstate commerce or is in any way subject to Federal laws on housing.

In no event may more than three (3) persons permanently occupy a one-bedroom unit and no more than four (4) persons may permanently occupy a two-bedroom unit.

A guest shall be considered any occupant who is not a unit owner or approved tenant. There shall be no time limitation on guest occupancy provided the guest occupies

the unit with the owner or the guest is a member of the owner's family (defined as mother, father, sister, brother, brother-in-law, sister-in-law, children and their spouses, grandchildren and their spouses), any guest who occupies a unit in excess of thirty (30) days cumulatively in any calendar year, whether with or without the owner in residence, shall be subject to screening in the same manner as a purchaser.

Guest occupancy in the absence of the unit owner by persons other than members of the unit owner's family, as defined above, shall be limited to a total of thirty (30) days per calendar year, cumulatively, for all such guest visits. Prior to any occupancy of the unit by any guest, the owner must provide written notice to the Association of the name or names of the intended guests, any familial relationship to the owner, the anticipated date of arrival, and the anticipated date of departure.

Except for trusts established for estate planning purposes, ownership of units and membership is limited to natural persons. Business entities, including, but not limited to, corporations, limited liability companies and partnerships may not own units at the Condominium. The foregoing limitation on corporate ownership shall not apply to units owned by the Association or to mortgagees acquiring title to units through foreclosure or deed in lieu of foreclosure. Membership in this Association shall be limited to record owners of units in the Condominium. Transfer of unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a Member of this Association. If unit ownership is vested in more than one person, all of the persons owning a unit shall be authorized to attend meetings. If unit ownership is vested in a trust or, to the extent permitted by the Declaration, any other entity, the entity may designate a representative or an individual officer or employee to exercise its rights as a Member.

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

No animals or pets of any kind shall be kept in any unit, or on any property of the Condominium, except with the written consent of and subject to the Rules and Regulations adopted for the keeping of said pets, by the Board of Director; provided that they are not kept, bred or maintained for any commercial purposes, and further provided that such house pets causing or creating a nuisance or unreasonable disturbance, shall be permanently removed from the property subject to these restrictions, upon three (3) days written notice from the Board of Directors of the Association.

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the buildings; nor shall they grow any type of plant, shrubbery,

flower, vine or grass outside their unit; nor shall they place any furniture or equipment outside their unit, except with the prior written consent of the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung anywhere except in such area as is designated by the Board of Directors. No laundry facilities or equipment shall be permitted in any unit.

No person shall use the common elements or any part thereof, or a Condominium Unit, or the Condominium property and recreational facilities, or any part thereof, in any manner contrary to or not in accordance with the Rules and regulations pertaining thereto, as from time to time may be promulgated by the Association. No person shall use the recreational facilities in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto as from time to time may be promulgated by the Lessor under the Long-Term Lease.

The initial Rules and Regulations are as set forth in the By-Laws of the Association, which are annexed hereto as "Exhibit No. 2", and same shall be deemed effective until amended, as provided in the By-Laws.

* * *

XVI TERMINATION

The Condominium may be terminated in the manner provided in the Condominium Act. Voluntary termination, when the Condominium building has not suffered a casualty which has made more than fifty percent (50%) of the condominium units uninhabitable shall require the approval of the Lessor under the Long Term Lease.

~~This Condominium may be voluntarily terminated in the manner provided for in Section 718.117 of the Condominium Act, at any time - however, the written consent of the Lessor under the Long Term Lease shall also be required. In addition thereto, when there has been "very substantial" damage, as defined in Article XII.B.6. above, this Condominium shall be subject to termination, as provided in said Article XII.B.6., and in this event, the consent of the Lessor under the Long Term Lease shall not be required. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting, by three-fourths (3/4ths) of the total vote of the members of the Association, and by all Institutional Mortgagees and the Lessor under the Long Term Lease, then the Association and the approving owners shall have an option to purchase all of the parcels of the other owners within a period expiring one-hundred twenty (120) days from the date of such meeting. Such approvals shall be~~

~~irrevocable under the expiration of the option. If the option shall be exercised, the approval shall be irrevocable. The option shall be exercised upon the following terms:~~

~~A. Exercise of Option: An Agreement to Purchase, executed by the Association and/or the record owners of the parcels who will participate in the purchase shall be delivered by persona delivery, or mailed by certified or registered mail, to each of the record owners of the parcels to be purchased, and such delivery shall be deemed the exercise of the option. The Agreement shall indicate which parcels will be purchased by each participating owner and/or the Association, and shall require the purchase of all parcels owned by owners not approving the termination, but the Agreement shall effect a separate Contract between each Seller and his Purchaser.~~

~~B. Price: The sale price for each parcel shall be the fair market value determined for agreement between the Seller and the Purchaser, within thirty (30) days from the delivery or mailing of such Agreement; and in the absence of agreement as to price, it shall be determined by Appraisers appointed by the Senior Judge of the Circuit Court in and for Palm Beach County, Florida, on the Petition of the Seller. The expenses of appraisal shall be paid by the Purchaser.~~

~~C. Payment: The purchase price shall be paid in cash.~~

~~D. Closing: The sale price shall be closed within thirty (30) days following the determination of the sale price.~~

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**AMENDMENTS TO THE
BY-LAWS OF
WELLINGTON D CONDOMINIUM ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association shall be limited to owners of the Condominium units, as identified in the preceding Declaration of Condominium to which these By-Laws are attached. Membership shall be established by the acquisition of ownership of fee title to, or fee interest in, a Condominium parcel in the Condominium, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Palm Beach County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby, and by the delivery to the Association of a true

copy of such deed or other instrument. Transfer of unit ownership either voluntarily or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a unit shall be cast by the "Voting Member". If unit ownership is vested in a Corperation permitted entity, or an entity including but not limited to a corporation, trust, partnership, or LLC, which owned a unit prior to the date these amendments were recorded, said Corperation entity may designate an individual officer, partner, or employee of the Corperation entity as its voting member.

* * *

Section 5. Designation of Voting Member. If a Condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a Condominium unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated in a Certificate, signed by all of the recorded owners of the unit and filed with the Secretary of the Association. If a Condominium unit is owned by a Corperation permitted entity, or an entity of another type which took title prior to the date of these amendments, the officer, partner or employee thereof entitled to cast the vote of the unit for the Corperation entity shall be designated in a Certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or the Assistant Secretary of the Corperation entity, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a unit shall be known as the "voting member." If such a Certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by an Corperation entity, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the ownership of the unit concerned. If a Condominium unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible).

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the unit vote, just as though he or

she owned the unit individually, and without establishing the concurrence of the absent person.

* * * * *

WITNESS my signature hereto this 30 day of January, 2019, at West Palm Beach, Palm Beach County, Florida.

**WELLINGTON D CONDOMINIUM
ASSOCIATION, INC.**

Carroll Shovelton
Witness
Carroll Shovelton
(PRINT NAME)

By: Lenore Velcuff
President

Alan Sobfer
Witness
GIEKACH SUTZFSKY
(PRINT NAME)

Attest Dennis R. Pharnas
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 30 day of January 2019, by Lenore Velcuff and _____, as _____ and _____, respectively, of **Wellington D Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

G. W. Shepeck (Signature)

Gregory W. Shepeck (Print Name)
Notary Public, State of Florida at Large

