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Prepared by and Return To:

Peter C. Mollengarden, Esquire
Kaye Bender Rembaum, P.L.
9121 N. Military Trail, Suite 200
Palm Beach Gardens, FL 33410

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**CERTIFICATE OF AMENDMENT TO ARTICLE XI.A
OF THE DECLARATION OF CONDOMINIUM OF
ANDOVER B CONDOMINIUM**

WHEREAS, the **DECLARATION OF CONDOMINIUM OF ANDOVER B CONDOMINIUM** (the "Declaration") has been duly recorded in the Public Records of **Palm Beach County**, Florida, in Official Records Book **1912**, at Page **873** of the Public Records of Palm Beach County, Florida, et. seq.;

WHEREAS, the Declaration was amended on April 24, 2000 in Official Records Book 11736, at Page 280 of the Public Records of Palm Beach County by the adoption of the 1999 UCO Model Documents Master Amendment and the Master Declaration and Bylaws recorded in Official Records Book 11019, at Page 728 and Official Records Book 11019, at Page 755 of the Public Records of Palm Beach County, Florida, respectively;

WHEREAS, at a duly called and noticed meeting of the membership of **ANDOVER B CONDOMINIUM ASSOCIATION, INC.** (the "Association"), a Florida not-for-profit corporation, held on FEB 22, 2020 the attached amendment to the Declaration was approved by the membership in accordance with the provisions of Article VII of the Declaration;

NOW, THEREFORE, the undersigned hereby certifies that the amendment to the Declaration attached as Exhibit "A" hereto is a true and correct copy of the amendment as approved by the membership of the Association:

WITNESS my signature hereto this 10 day of March, 2020, at Palm Beach County, Florida.

WITNESSES

Signature Witness No. 1

MELVIN J. LOCKE
(PRINT NAME) Witness No. 1

**ANDOVER B CONDOMINIUM
ASSOCIATION, INC.**

By:
President

JAMES CAULFIELD
(PRINT NAME)

Frank Stubit
Signature Witness No. 2

FRANK STUBITS
(PRINT NAME) Witness No. 2

By: Ann M. Bard
Secretary

Ann M. BARD
(PRINT NAME)

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization this 10 day of March, 2020, by James Caulfield as President, and Ann M. Bard, as Secretary, of ANDOVER B 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.

[Signature]
Notary Public, State of Florida at Large

My Commission Expires: 1/27/2024

ALLYSON VOLEK
NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION #GG938521 EXPIRES JAN 27, 2024
Bonded Thru Budget Notary Service

EXHIBIT "A"

**AMENDMENT TO ARTICLE XI.A
OF THE DECLARATION OF CONDOMINIUM
OF ANDOVER B CONDOMINIUM**

(Additions shown by underlining, and
deletions shown by striking through "----")

**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.

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 lease 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 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), if the unit is eligible to be leased or rented pursuant to the provisions of this Declaration, 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. The Board of Directors must also be provided a non-refundable transfer fee for each proposed purchaser, lessee, transferee and occupant of an amount determined by the Board of Directors from time to time, not to exceed the maximum amount allowed by law as amended from time to time.

The Board of Directors of the Association, within thirty (30) days after receiving such notice, transfer fee(s) and such supplemental information as is required 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), 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 or Management Firm to the unit owner. However, the Association shall not unreasonably withhold its consent to any prospective sale, rental or lease. The renewal of any lease or rental of a unit, if permitted under the provisions of this Declaration, shall also be subject to the approval of the Board of Directors of the Association. If objected to for good cause such renewal of the lease or

rental of the unit shall not occur. Unless otherwise provided by law, as amended from time to time, the Association shall not charge a transfer fee with respect to the requested renewal of a lease with the same lessee(s).

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 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 the 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.

No unit shall be leased for a term of less than three (3) months nor more than one (1) year. 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 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. Notwithstanding anything in this Declaration to the contrary, no unit may be leased or rented during the initial twenty-four (24) months of ownership measured from the date of recordation of the most recent deed or other instrument conveying any interest in the title or ownership of the unit. In the event a unit is subject to a lease or rental at the time of conveyance of any interest in title or ownership such lease or rental shall not be renewed or extended and the twenty-four (24) month period shall commence upon the expiration or earlier termination of such lease or rental. Units owned by the Association and units conveyed by devise or inheritance as a result of the death of the prior unit owner shall be exempt from this twenty-four (24) month leasing prohibition.