



CFN 20210575395

OR BK 33148 PG 0455

RECORDED 12/17/2021 08:33:45

Palm Beach County, Florida

Joseph Abruzzo, Clerk

Pgs 0455 - 461; (7pgs)

This Instrument Prepared By:

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

WHEREAS, the Declaration of Condominium for Windsor M Condominium (the "Declaration of Condominium") is recorded in Official Records Book 2012 at Page 248 of the Public Records of Palm Beach County, Florida; and

WHEREAS, the Declaration of Condominium was amended by the 1999 UCO Model Documents, Master Declaration and By-Laws recorded in Official Records Book 11019 at Page 755 of the Public Records of Palm Beach County, Florida, as approved and modified pursuant to the Amendment to the Declaration of Condominium and By-Laws of Windsor M Condominium recorded in Official Records Book 11503 at Page 1028 of the Public Records of Palm Beach County, Florida; and

WHEREAS, at a duly called and noticed special meeting of the members of the Windsor M Condominium Association, Inc. held on November 30, 2021 and where a quorum was present, amendments to the Declaration of Condominium received sufficient affirmative votes to pass and were therefore adopted pursuant to the provisions of the 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 that were adopted on November 30, 2021.

**AMENDMENTS TO THE 1999 UCO MODEL DOCUMENTS
CENTURY VILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM FOR
WINDSOR M CONDOMINIUM**

New language is double underlined, deleted language is ~~struck through~~,
and unaffected language is designated by "....."

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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 order to ensure a congenial community, protect the value of the Condominium property, and promote the sense of kinship that comes with a safe and stable neighborhood, the sale, transfer, rental and occupation of units shall be subject to the following restrictions. The Board of Directors of the Association may, in its sole and absolute discretion, grant exceptions to such restrictions upon a showing of good cause. A request for an exception must be in writing, and no exception shall be effective unless it is in writing and signed by two Officers of the Association.

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, transfer, rent or lease said unit without fully complying with the requirements set forth in this Article XI 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, transferee, donee, occupant, tenant or lessee.

Should a unit owner wish to sell, transfer, lease or rent his Condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), he shall must obtain the consent of the Board of Directors of the Association. Before accepting any offer to purchase, sell or lease, or rent his Condominium parcel, To obtain such consent, the unit owner (or the owner's agent) must deliver to the Board of Directors of the Association, a written notice of the proposed transaction, together with properly completed applications on forms prescribed by the Association, a copy of documents evidencing the proposed transaction (including, but not limited to, a copy of the contract in the event of a sale, a copy of the lease in the event of a lease, and a copy of the letters of administration issued to a deceased owner's personal representative in the event of transfer by bequest or devise), a condo insurance policy providing dwelling and liability coverage for the unit, and such other and further information regarding the proposed transaction, purchasers, transferees, donees, tenants and occupants as the Association may require. 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 Association may conduct background investigations and screen prospective purchasers, transferees, donees, tenants and occupants of the unit, and the Association may hire third-parties who provide such services. The Association will only investigate those prospective purchasers, transferees, donees, tenants and occupants submitted for screening at the time the written notice of the proposed transaction is submitted to the Association, and therefore those individuals are the sole persons who may reside in the unit if the Association approves the proposed transaction. Subsequent to such approval, any additional

persons who wish to reside in the unit must likewise submit to the screening process and may only inhabit the unit upon receiving the Association's consent. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

The Board of Directors of the Association, within thirty (30) days after receiving such notice and supplemental information as is required by this Declaration and the Board of Directors, or Management Firm, shall either consent to the proposed 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 the notice) or object to the sale, transfer, leasing or renting to the prospective purchaser, transferee, donee, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board of Directors or Management Firm its agent to the unit owner. However, the Association may not unreasonably withhold its consent to any prospective sale, rental or lease. Good cause shall be defined to include, but not be limited to, the following:

- (a) A prospective purchaser, transferee or donee fails to qualify for membership in the Association including, but not limited to, a prospective purchaser, transferee or donee who fails to qualify for membership because of the restrictions on ownership and/or occupancy set forth this Declaration; or
- (b) A prospective purchaser, transferee, donee, tenant or occupant has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:
 - (1) a capital or life felony
 - (2) a first or second degree felony involving violence to a person, a controlled substance, robbery, burglary, home invasion, or carjacking within the past ten (10) years
 - (3) a third degree felony involving violence to a person, a controlled substance, robbery or burglary within the past five (5) years; or
- (c) A prospective purchaser, transferee, donee, tenant, or occupant has been designated as a sexual predator; or
- (d) A prospective purchaser, transferee, donee, tenant or occupant is currently on probation or community control for a felony involving violence to a person, a controlled substance, robbery, burglary, home invasion, or carjacking; or
- (e) A prospective purchaser intends to purchase the unit without paying at least twenty percent (20%) of the purchase price, excluding closing costs, in cash or some other form, thereby resulting 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 personnel (both active duty and veterans) obtaining a loan through the United Veterans Administration or comparable organizations; or

(f) A prospective purchaser, transferee, donee, tenant or occupant fails to properly complete an application required by the Association, fails to provide information or documents requested by the Association, makes false statements to the Association, or otherwise fails to cooperate with the Association during its review of the proposed transaction; or

(g) A prospective purchaser, transferee, donee, tenant or occupant takes possession of the unit prior to the consent of the Board of Directors of the Association provided for herein; or

(h) A prospective purchaser, transferee, donee, tenant or occupant has a history of repeatedly violating the governing documents of the Windsor M Condominium or another community association; or

(i) A prospective purchaser, transferee, donee, tenant or occupant has interfered with the quiet use, possession, or enjoyment of another person's property or rendered its ordinary use or occupation physically uncomfortable within the past three (3) years; or

(j) A prospective purchaser, transferee or donee has a history of financial trouble or irresponsibility, as evidenced by:

(1) a FICO score currently below 720

(2) a bankruptcy, foreclosure or short sale within the past seven (7) years

(3) a credit report reflecting six (6) or more instances within the past twelve (12) months of a creditor advising the credit bureau that an account was thirty (30) or more days past due

(4) an income level currently below the Association's minimum income requirements, as more particularly described within the Rules and Regulations as to Condominium units adopted or subsequently amended by the Board of Directors of the Association pursuant to Article XVII, Section 2 of the By-Laws.

If good cause exists for the Association's objection to a proposed sale or other transfer of title (including, without limitation, a transfer of title by gift, devise or inheritance), the Association shall not be obligated to purchase or provide a substitute purchaser for the unit.

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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, transferee, donee or lessee. Should the Board of Directors fail to act as herein set forth and within the time frame 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.

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 units as it desires, and for such period of time as it desires, in compliance with the provisions of this Article XI.

~~No lease of any unit shall be less than six (6) months and no unit may be leased more than once in a twelve (12) month period.~~

~~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.~~

~~After the effective date of the instant amendment, no unit may be leased or rented for more than a total of twelve (12) months in any thirty-six (36) month period. This restriction does not apply to any unit owners who acquired title to their units prior to the effective date of the instant amendment. This restriction also does not apply to any units owned by the Association.~~

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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 while he is residing, and for no other purpose. Consistent therewith, a unit may not be used exclusively (or primarily) as a storage space. Unless the unit is vacant, at least one permanent occupant must be at least 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 thirty (30) days in any calendar year. A non-permanent occupant of the unit (including, without limitation, all family members and social guests of the unit owner whose primary place of residence is not the unit) may not inhabit the unit in excess of thirty (30) days in any calendar year without the written approval of the Board of Directors of the Association.

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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, or

otherwise, nor shall unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property. Smoking is not permitted within the units or anywhere else on the Condominium property. The Board of Directors of the Association may, in its sole and absolute discretion, grant exceptions to the smoking restriction upon a showing of good cause (including, without limitation, a valid prescription for medical marijuana). A request for an exception must be in writing, and no exception shall be effective unless it is in writing and signed by two Officers 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 approval of the Board of Directors and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors.~~ No clothes lines or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung anywhere except in such area designated by the Board of Directors. No laundry facilities or equipment shall be permitted in any unit. The Board of Directors of the Association may, in its sole and absolute discretion, grant exceptions to the restrictions in this paragraph. A request for an exception must be in writing, and no exception shall be effective unless it is in writing and signed by two Officers of the Association.

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IN WITNESS HEREOF, the undersigned have signed and sealed these presents on this 2 day of December 2021.

Signed, sealed and delivered in
the presence of:

WITNESSES:

Windsor M Condominium Association, Inc.

By:

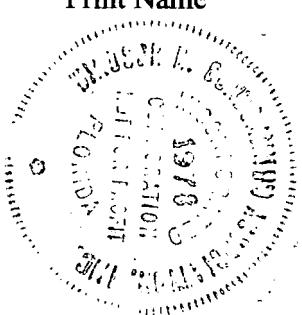
Betty Yu, its President

Print Name

Claire Zelen

Attest:

Jacques Lefebvre, its Secretary

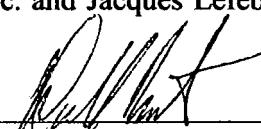


[Notary Page to Follow]

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STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 2 day of December 2021 by Betty Yu, as President of Windsor M Condominium Association, Inc. and Jacques Lefebvre, as Secretary of Windsor M Condominium Association, Inc.



NOTARY PUBLIC IN AND FOR
THE STATE OF FLORIDA

Personally Known OR Produced Identification
Type of Identification Produced _____

