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

# CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE PLYMOUTH NO. 5 CONDOMINIUM AND THE BY-LAWS FOR PLYMOUTH AT CENTURY VILLAGE CONDOMINIUM #V ASSOCIATION, INC.

WHEREAS, the **Declaration of Condominium** for **The Plymouth No. 5 Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2023** at Page **407**; and

WHEREAS, the **1999 UCO Model Documents Century Village, West Palm Beach** for **The Plymouth No. 5 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 Plymouth at Century Village Condominium #V Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of **Plymouth** at **Century Village Condominium #V Association, Inc.**, a Florida not-for-profit corporation, held **January 19, 2014**, 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.

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## AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE PLYMOUTH NO. 5 CONDOMINIUM

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

XIII.

#### USE AND OCCUPANCY

\* \* \*

In no event may any apartment owner lease or rent his or her apartment more than once during the period of his or her ownership. Unit owners may rent their unit one time in any calendar year with the prior approval of the Board. Leasing restrictions in this Declaration shall not apply to units owned by the Association.

\*\*\*

In no event may any person or entity (except for the Association acquiring a unit in any manner, or an institutional mortgagee acquiring a unit through foreclosure or deed in lieu of foreclosure) own or have any ownership interest (legal or equitable) in more than two (2) units in the Condominium, including, without limitation, individually, jointly or through his or her spouse, 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 purchase of a second unit will only be approved if the current unit owned by the prospective purchaser is unencumbered by any mortgages or liens. If the currently owned unit has any encumbrances of any type, the Association shall not approve the purchase of a second unit. The second unit must be purchased for cash without a mortgage of any kind or amount and the unit owner may not obtain an equity line of credit or second mortgage of any amount on either of the two (2) units thereafter, unless one of the two units is sold and the unit owner no longer has any direct or indirect interest of any kind in a second unit.

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### AMENDMENT TO THE BY-LAWS OF PLYMOUTH AT CENTURY VILLAGE CONDOMINIUM #V ASSOCIATION, INC.

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

ARTICLE V. OFFICERS

\* \* \*

Section 5. The President. He shall be the chief executive officer of the association; he shall preside at all meetings of the unit owners and of the Board of Directors either in person or any means of communication by which all directors and members participating may simultaneously hear the president and the president may simultaneously hear the other board members and unit owners during the meeting which may be accomplished by means, including but not limited to, the use of a speaker phone. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts and perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors. The president must be a full time resident of Plymouth V Condominium and shall reside within Plymouth V Condominium for at least 10 months of the calendar year.

WITNESS my signature hereto this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2014, at West Palm Beach, Palm Beach County, Florida.

PLYMOUTH AT CENTURY VILLAGE CONDOMINIUM #V ASSOCIATION, INC.

Witness

*-* -

President

(PRINT NAME)

Attest

Zastvevu / Secretary

(PRINT NAME

[Notary page to follow]

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### STATE OF FLORIDA

COUNTY OF PALIVI BEACT	п .	
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profit corporation, on behalf produced	f of the corporation. They are pers as identification and did ta	5
	Martic	(Signature)
MARTIN FARBER Matery Public - State of Florida My Comm. Expires Jan 9, 2018	Notary Public, State of Flori	(Print Name) ida at Large
Commission # FF 80953		
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ACTIVE: 5436098\_1

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