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RETURN TO:
E. LEVINE, SECTY
134 Canterbury F
CENTURY VILLAGE
WEST PALM BEACH, FL 33417

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND BYLAWS FOR CANTERBURY F CONDOMINIUM

and Amended in
9/25/1990 Book, 6591 Page 605
4/18/2000 Book, 11724 Page, 605
3/18/1997 Book, 9702 Pages, 517 - 522
2/05/2001 Book, 12292 Pages, 1313 - 1317

WHEREAS, the Declaration of Condominium and Bylaws for Canterbury F Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 2137, at Page 1472; and

WHEREAS, the Bylaws for Canterbury F Condominium are attached as an Exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Canterbury F Condominium Association, Inc., a Florida not-for-profit corporation, held on SEPT. 13, 2009, the aforementioned Declaration of Condominium and Bylaws were amended pursuant to the provisions of said Declaration and Bylaws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration and Bylaws are a true and correct copy the the amendments as amended by the membership:

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
CANTERBURY F CONDOMINIUM

(Additions shown by "<u>underlining</u>"
deletions shown by "~~strikeout~~",
unaffected text indicated by ". . .")

Article VI of of Declaration, "COMMON EXPENSE AND COMMON SURPLUS", is hereby amended as follows: . . .

<u>Common expenses shall also include reasonable transportation services, insurance for officers and directors, road maintenance and operation expenses, ambulance, cable television, and security services which are reasonably related to the general benefit of the unit owners even when such services and expenses are not attached to or part of the common elements of the Condominium.</u>

Article VII of the original Declaration "METHOD of AMENDMENT DECLARATION", was previously amended by the membership and shall remain in full force and effect as follows:

This Declaration may be amended at any regular or special meeting of this condominium, called and convened in accordance with the Bylaws, by the affirmative vote of Voting Members casting not less than fifty-one percent (51%) of those present in person or by proxy provided a quorum is present.

Article XI of the Declaration "PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS", amended pursuant to the provisions of the Declaration of Condominium of Canterbury F Condominium and duly recorded in the Public Records of Palm Beach County, Florida, on 3/18/1997, in ORB 9702, at Page 518, shall remain in full force and effect as follows: . . .

"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.

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 to a specified lessee for a period of not less than twelve (12) consecutive months.

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." . . .

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 one (1) unit in the Condominium, including, without limitation, individually, jointly or 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. . . .

B. "MORTGAGE AND OTHER ALIENATION OF UNITS", was previously amended by the membership and shall remain in full force and effect and reads as follows:

2. After judicial sale of a unit, or any interest therein, through foreclosure or any other judicial process, the sale and purchaser must still be 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.

. . .

6. Special Provision re Sale, Leasing, Mortgaging, or Other Alienation by certain Mortgagees and Developer, and the Management firm:

(a) An Institutional First Mortgagee holding a mortgage on a Condominium parcel, or the Management Firm, or the Lessor under the Long-Term Lease, upon becoming the owner of a Condominium parcel through foreclosure, or by Deed in Lieu of Foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses, or the lien under the Long-Term Lease, may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or mortgage said parcel, or occupy said parcel, without the prior written approval of the Board of Directors or Management Firm. The provisions of Section A. and B, No. 1-5, of this Article XI, shall apply to such Institutional First Mortgagee, or the Management Firm, or the Lessor under the Long-Term Lease, or acquirer of title, as aforedescribed in this paragraph. After judicial sale of a unit, or any interest therein, through foreclosure or other judicial process, the sale and purchaser must still be 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.

Article XIII of the Declaration, "USE AND OCCUPANCY", is hereby amended as follows:
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, who may visit for 30 days per year, and for no other purpose. Only the owner's immediate family may occupy the unit in the owner's absence, with prior approval of the Board of Directors..

Unless the unit is vacant, at least one permanent occupant must be age fifty-five (55) or older. Otherwise, no ~~children under fifteen (15~~) 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) years to occupy units within the condominium when this 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 in any way subject to Federal laws on housing.

. . .

AMENDMENTS TO THE BYLAWS
OF
CANTERBURY F CONDOMINIUM

(Additions shown by "underlining"
deletions shown by "~~strikeout~~",
unaffected text indicated by ". . .")

Article II of the original Bylaws, "MEMBERSHIP AND VOTING PROVISIONS", was previously amended by the membership and shall remain in full force and effect and reads as follows:

. . .

Section 1. Any application for the transfer of membership, or for a conveyance in the interest in, or to encumber or lease a condominium parcel where the approval of the Board of Directors of the Association is required as set forth in these Bylaws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in the amount to be set by the Board of Directors to cover the cost of contacting the references given by the applicant, and other such costs of investigation that may be incurred, not to exceed $100.00 per family or entity. Provided, however, no fee shall be charged for the renewal of a lease. . . .

Article IV of the Bylaws, "Directors" is hereby amended as follows:

Section 1. ~~Election,~~ Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of ~~not less than~~ five (5) ~~and not more than seven (7)~~ persons as provided in the Articles of Incorporation if applicable. The term of each Director's service shall extend until the next annual meeting of the members and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. Notwithstanding any other provision contained in these Bylaws, as amended, or in the Declaration of Condominium, as amended, all Directors shall be members of the Association. ~~The Board members shall be elected by the unit owners at the annual meeting under alternate election procedures of Section 718.112of the Condominium Act as follows:~~

~~a. All unit owners wishing to run for the Board must submit a written request to the Secretary at least 30 days prior to the annual meeting.~~

~~b. At least 14 days prior to the annual meeting the Secretary shall deliver to each unit owner the Notice of annual meeting and list the declared candidates for the board. Said notice shall include a general proxy form which will allow unit owners to vote by general proxy for the Board candidates and all other issues on the agenda. All proxies shall comply with Article II Section 4 of these Bylaws.~~

~~c. At the annual meeting further nominations for the Board may be made from the floor. The candidates receiving the highest number of votes for the Board vacancies shall be elected to the Board for one year. As an example, if seven persons run for the Board with five vacancies then unit owners shall vote for only five persons. Those five persons out of the seven candidates receiving the most votes shall be elected.~~

~~d. An annual meeting to elect the Board may not proceed without first establishing a quorum of at least 51% of the total voting interests in person and/or by proxy. If a quorum is not established the meeting may be adjourned not more than 60 days.~~

. . .

Section 5. "Disqualification and Resignation of Directors" is hereby amended as follows:

. . .

No member shall continue to serve on the Board should he be more than ~~thirty (30)~~ ninety (90) days delinquent in the payment of an assessment and said delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors.

Article X of the Bylaws, "AMENDMENTS TO THE BY-LAWS", is hereby amended as follows:

The By-Laws may be altered, amended or added to at any duly called meeting of their unit owners, provided: ...

(1) Notice of all meetings shall contain a statement of the proposed Amendment.
(2) The Amendment shall be approved by the affirmative vote of the voting members casting not less than ~~three fourths (¾)~~ fifty-one (51%) of those present in person or by proxy (provided a quorum is present; and ...

WITNESS my signature hereto this 22nd day of Sept, 2009, at Palm Beach County, Florida.

Canterbury F Condominium Association, Inc.

Natalie Hauptman
Witness
NATALIE HAUPTMAN
(PRINT NAME)

By: Rosemarie Napoli, President

Attest: Edie Levine, Secretary
(Title)

Sandra Levine
Witness
SANDRA LEVINE
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 22 day of September, 2009, by Rosemarie Napoli, as President, and Edie Levine, as Secretary (Title), of Canterbury F Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are Personally Known ✓ or have Produced Identification __.

Type of Identification Produced: ______________________________

Mary E Patrick, (Signature)

MARY E. PATRICK, (Print)

Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Mary E. Patrick
Commission # DD564033
Expires: JULY 08, 2010
BONDED THRU ATLANTIC BONDING CO., INC.
(SEAL)