

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
CENTURY VILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM FOR
CANTERBURY E CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Canterbury E Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2150** at Page **1**; and

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

WHEREAS, at a duly called and noticed meeting of the membership of **Canterbury E Condominium Association, Inc.**, a Florida not-for-profit corporation, held **January 19, 2021**, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said 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 as amended by the membership.

**AMENDMENT TO THE
AMENDED DECLARATION OF CONDOMINIUM FOR
CANTERBURY E CONDOMINIUM**

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

* * *

XIII
USE AND OCCUPANCY

* * *

Prohibition on Smoking. Smoking on the Common Elements, Limited Common Elements, in the Units, and on all portions of Association Property is strictly prohibited. Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted tobacco, marijuana, or other products used in a device for such purpose, including but not limited to cigarettes, cigars, and pipes. The use of "electronic" or "vapor" cigarettes, cigars, pipes or similar apparatus are likewise defined as smoking and likewise prohibited in the aforementioned areas. The Board of Directors may, but shall not be obligated to, designate through the rules and regulations, outdoor areas of the Condominium Property or Association Property where smoking is permitted.

* * * * *

WITNESS my signature hereto this 1st day of February, 2021, at West Palm Beach, Palm Beach County, Florida.

**CANTERBURY E CONDOMINIUM
ASSOCIATION, INC.**

Ramona F. Wenzel
Witness
Ramona Fitts-Wenzel
(PRINT NAME)

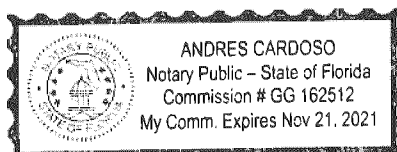
By: Phil Kovalsky
President

Zachary Gorodetzer
Witness
Zachary Gorodetzer
(PRINT NAME)

Attest Judy Ann Neal
Judy Ann Neal Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 1 day of February, 2021, by and Phil Kovalsky, as President and Judy Ann Neal, respectively, of **Canterbury E Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced FL Drivers License as identification and did take an oath.



Andres Cardoso (Signature)
Andres Cardoso (Print Name)
Notary Public, State of Florida at Large

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
CENTURY VILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM FOR
CANTERBURY E CONDOMINIUM**

WHEREAS, the **Declaration of Condominium** for **Canterbury E Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2150** at Page **1**; and

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

WHEREAS, at a duly called and noticed meeting of the membership of **Canterbury E Condominium Association, Inc.**, a Florida not-for-profit corporation, held **February 5, 2019**, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said 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 as amended by the membership.

**AMENDMENTS TO THE
AMENDED DECLARATION OF CONDOMINIUM FOR
CANTERBURY E CONDOMINIUM**

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

* * *

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.

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 or to screen the prospective purchaser or tenant and those who will occupy the unit with the purchaser or tenant and to approve or disapprove the prospective purchaser, tenants, and occupants. Any attempt to sell, rent or lease said unit without following the guidelines provided in this Article XI ~~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.

No Owner shall be permitted to own more than two Units at the same time. Owners who own more than two Units as of the effective date of this Amendment shall be permitted to retain ownership of all Units, however, such owners shall be prohibited from acquiring ownership of any additional Units until such Owner owns less than two Units. For purposes of this subparagraph an individual is deemed to own a unit owned by the individual's spouse, mother, father, son, daughter, or an entity in which the individual and/or the individual's spouse, mother, father, son or daughter is an officer, director, shareholder, partner or employee. For purposes of this subparagraph an entity is deemed to own a unit owned by an officer, director, shareholder, partners or employee of the entity; a unit owned by any spouse, mother, father, son or daughter by another entity in which an officer, director, shareholder, partner or employee of the entity is also an officer, director, shareholder, partner or employee; or a unit owned by another entity in which a spouse, mother, father, son, or daughter of such officer, director, shareholder, partner or employee is also an officer, director, shareholder, partner or employee.

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), ~~he shall, before accepting any offer to purchaser, 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 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 shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, the Letters of Administration issued to a deceased Owner's Personal Representative in the event of a transfer by bequest or devise, a copy of the lease in the case of a lease, and a copy of any other documentation pertaining to a proposed transfer and the proposed transferee(s) and all intended occupants as the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed transferee(s) and any other intended occupants of the Unit (which may, at the Board's sole discretion, be conducted in person or via real time videoconferencing, internet-enabled video-conferencing, or similar electronic or video communication), and such other and further information about the intended transferees or occupants as the Association may

reasonably require. The Association will conduct background investigations and screen all prospective purchasers, tenants, and occupants of a Unit, with such screening being conducted by the Association, UCO, or a third-party screening company hired by either the Association or UCO. Such background investigations will include, but are not limited to criminal, financial, employment, previous housing, and credit background checks. No additional occupants, other than those submitted for screening at the time the notice to the Association is provided pursuant to this section, will be approved for residency at the condominiums operated by the Association until the sales transaction has closed. All additional occupants subsequent to the initial approval must also be submitted to the screening process.—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 such supplemental information as is required by this Declaration and/or 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 its agent to the unit owner. However, the Association shall not unreasonably withhold its consent.—If good cause exists for the Association to disapprove a proposed sale, conveyance, or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute purchaser for the Unit. Good cause shall be defined to include the following:

- (1) The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because of the restrictions on occupancy or ownership set forth in this Declaration; or
- (2) The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of, plead no contest to, or has been released from incarceration, probation or community control for:
 - (i) a capital, first or second degree felony involving violence to persons within the past ten (10) years; or
 - (ii) a first or second degree felony involving illegal drugs within the past ten (10) years; or
 - (iii) any drug offense involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred;
 - (iv) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred;

- (3) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction, plea or release occurred or when that label occurred;
- (4) The person seeking approval is currently on probation or community control for a felony involving violence to another or damage to property;
- (5) The applicant takes possession of the Unit prior to approval by the Association as provided for herein; or
- (6) The person seeking approval has a documented history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this condominium or any other condominium or homeowners association as a lessee, guest, owner or occupant of a Unit; or
- (7) The prospective purchaser(s) already own(s) the maximum number of units permitted under this Declaration, as amended from time to time and/or the transfer would violate Article XI.A of this Declaration.
- (8) The applicant fails to comply with the requirements of Article XI hereof; or
- (9) The prospective transferees (or one of the prospective transferees, if there is more than one transferee) have:
- (a) a history of financial problems or financial irresponsibility as demonstrated by:
- (i) a bankruptcy, foreclosure or short sale within the seven (7) years prior to submitting the application to this Condominium; and/or
- (ii) one or more of the prospective transferees have, either individually or combined, a history of six (6) or more instances on his or her (or their combined) credit report(s) when creditors advised the credit bureau, in the twelve (12) months prior to the submission of their application to the Association, that the account was paid (30) days or more past the due date established for that account.
- (10) Leasing. The Association must approve or disapprove a lease within thirty (30) days of receipt of the last of the information provided pursuant to Article XI hereof. The Association may disapprove a lease on any reasonable grounds, including, but not limited to, any of the provisions defining good cause for transfers of title which might be applicable.

* * *

No Condominium unit owner acquiring title after the effective date of this amendment may lease or rent his or her Condominium unit for a period of twenty-four (24) consecutive months from the date title is acquired. This twenty-four (24) month period shall run from the date of recording of any instrument transferring any ownership interest in title to the Condominium unit, except for transfers to add members of the Condominium unit owner's immediate family (defined for the purposes of this paragraph as a spouse, parents, or children) as titleholders with the Condominium unit owner or to a trust where such transfers were undertaken for the purpose of estate planning. This restriction shall not apply to Condominium units acquired by the Association or the Long-Term Lessor while the Condominium units are owned by the Association or the Long-Term Lessor. If at the time of transfer of any interest in title a Condominium unit is already leased or rented pursuant to a lease or rental agreement entered into by the previous owner, the aforementioned twenty-four (24) consecutive month period during which the Condominium unit may not be leased or rented shall commence upon the expiration of the current term of the existing lease or rental agreement which may not be renewed or extended.

All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by the Condominium Act.

B. MORTGAGE AND OTHER ALIENATION OF UNITS.

* * *

4. The foregoing provisions of this Article XI shall ~~not~~ also apply to transfers by a unit owner to ~~any~~ members of his immediate family (viz, including but not limited to spouse, children or parents.)

* * * * *

WITNESS my signature hereto this 21 day of February, 2019, at West Palm Beach, Palm Beach County, Florida.

**CANTERBURY E CONDOMINIUM
ASSOCIATION, INC.**

[Signature]
Witness
Gary Kerison
(PRINT NAME)
[Signature]
Witness
Charles Cornealho
(PRINT NAME)

By: [Signature] President
Attest: [Signature] Secretary

[Notary page to follow]

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 21 day of February 2019, by JUDY NEAL and BONNIE BUAIN-DANETZ, as President and Secretary, respectively, of **Canterbury E Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced Florida driver license as identification and did take an oath.

Michele Davila (Signature)

Michele Davila (Print Name)
Notary Public, State of Florida at Large



My Commission Expires 08/05/2020
Commission No. GG 15569

Will call box 165

This instrument prepared by:
Laurie G. Manoff, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Australian Avenue So., Suite 400
West Palm Beach, Florida 33409
(561) 615-0123

CFN 20180105765

OR BK 29724 PG 1381
RECORDED 03/21/2018 11:14:06
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1381 - 1383; (3pgs)

**CERTIFICATE OF AMENDMENT TO THE
1999 UCO MODEL DOCUMENTS MASTER DECLARATION
OF CONDOMINIUM AND BYLAWS FOR CANTERBURY E CONDOMINIUM**

I HEREBY CERTIFY that the Amendments attached as Exhibit "1" to this Certificate was duly adopted as amendments to the 1999 UCO Model Documents Master Declaration of Condominium for Canterbury E Condominium and Bylaws for Canterbury E Condominium Association, Inc. The Original Declaration of Condominium of Canterbury E Condominium was recorded in Official Records Book 2160 at Page 1 of the Public Records of Palm Beach County, Florida. The original 1999 UCO Model Documents Master Declaration of Condominium and Bylaws was recorded in Official Records Book 11019, Page 755 of the Public Records of Palm Beach County, Florida.

DATED this 03 day of MARCH, 2018.

WITNESSES:

CANTERBURY E CONDOMINIUM
ASSOCIATION, INC.

Eva Sehnal
Signature
EVA SEHNAL
Print Name

By: Judy Neal
Judy Neal, President

Florence Pires
Signature
FLORENCE PIRES
Print Name

By: Bonnie Bunin-Danetz
Bonnie Bunin-Danetz, Secretary

STATE OF FLORIDA)

)ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 13TH day of 2018 by Judy Neal, as President, and Bonnie Bunin-Danetz, as Secretary of Canterbury E Condominium Association, Inc., who are Personally Known or Produced Identification ✓. Type of Identification Produced FL/DL CV/ID

NOTARY PUBLIC (SEAL)

Sign Ronald E. Massa

Print RONALD E MASSA

State of Florida

My Commission Expires

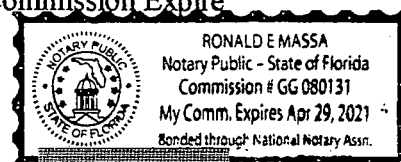


EXHIBIT "1"**AMENDMENTS TO THE 1999 UCO MODEL DOCUMENTS: MASTER
DECLARATION OF CONDOMINIUM, AND THE BY-LAWS OF CANTERBURY E
CONDOMINIUM ASSOCIATION, INC.**

The Original Declaration of Condominium of Canterbury E Condominium was recorded in Official Records Book 2160 at Page 1 of the Public Records of Palm Beach County, Florida. The original 1999 UCO Model Documents Master Declaration of Condominium and Bylaws was recorded in Official Records Book 11019, Page 755 of the Public Records of Palm Beach County, Florida.

Words added are underlined; words deleted are ~~stricken~~:

Article XI, Paragraph A of the aforesaid Declaration is amended by adding new Paragraph A-2, as follows:

A. SALE OR RENTAL OF UNITS- Association to Have Right of Refusal.

* * *

A-2. No Owner shall be permitted to own more than two Units at the same time. Owners who own more than two Units as of the effective date of this Amendment shall be permitted to retain ownership of all Units, however, such owners shall be prohibited from acquiring ownership of any additional Units until such Owner owns less than two Units. For purposes of this subparagraph an individual is deemed to own a unit owned by the individual's spouse, mother, father, son, daughter, or an entity in which the individual and/or the individual's spouse, mother, father, son or daughter is an officer, director, shareholder, partner or employee. For purposes of this subparagraph an entity is deemed to own a unit owned by an officer, director, shareholder, partner or employee of the entity; a unit owned by any spouse, mother, father, son, or daughter of such officer, director, shareholder, partner or employee; a unit owned by another entity in which an officer, director, shareholder, partner or employee of the entity is also an officer, director, shareholder, partner or employee; or a unit owned by another entity in which a spouse, mother, father, son, or daughter of such officer, director, shareholder, partner or employee is also an officer, director, shareholder, partner or employee

Article VII of the aforesaid Declaration is amended as follows:

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

This Declaration may also be amended upon the approval of fifty-one percent (51%) of the votes of the entire membership of the Association voting by written consent without a meeting of the members.

A portion of Article XIII of the aforesaid Declaration is amended as follows:

In no event may more than two (2) ~~three (3)~~ persons permanently occupy a one-bedroom unit and no more than four (4) persons may permanently occupy a two-bedroom unit.

Article I of the aforesaid Declaration is amended by adding new paragraph W as follows:

W. "Applicable Law." The applicable law for Canterbury E Condominium Association, Inc., is Chapter 718, Florida Statutes, the "Condominium Act," as amended from time to time.

Article XIII, of the aforesaid Declaration is amended by adding new Paragraph titled "Vehicles and Towing" as follows

Vehicles and Towing: All vehicles must be registered with the Association. Disabled vehicles shall not be permitted to be stored or left anywhere on the condominium Property. The Association shall have the right, in its sole discretion, to authorize the towing away of any vehicles parked improperly on Condominium Property or which are in violation of the Declaration, Bylaws, Articles of Incorporation or Rules and Regulations with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator.

Article X, paragraph 2 of the aforesaid By-Laws is amended as follows:

(2) The Amendment shall be approved by the affirmative vote of the voting members casting not less than fifty-one percent (51%) ~~two-thirds (2/3)~~ of those present in person or proxy at a meeting of the members (provided a quorum is present) of the unit owners or by fifty-one percent (51%) of the votes of the entire membership of the Association voting by written consent without a meeting of the members: and



CFN 20160446704

This Instrument Prepared By:

OR BK 28778 PG 1515
RECORDED 12/19/2016 13:43:34
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1515; (1pg)

This is a
Notary Public Seal

**CERTIFICATE of VOTE to OPT OUT of
FIRE SPRINKLER RETROFIT
TO**

CANTERBURY E **CONDOMINIUM**

As Recorded in Official Records Book 2150, Page 1
Public Records of Palm Beach County, Florida:

We hereby certify that over 50% of the membership in our Condominium
executed written consent forms pursuant to Section 718.112(2) (I) FS to opt
out of any code required installation of fire sprinklers in our Building.

CANTERBURY E **Condominium Association, Inc.**

By:

[Signature]

ROBERT W. SLATER

President

Attest:

[Signature]

Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19TH day of
DEC, 2016, by ROBERT W. SLATER, President, and BONNIE DANIEL,
Secretary. Both are personally know to me and ☐ did or ☐ did not take an oath. The
President (please check one of the following) ☒ is personally known to me or ☐ has
produced CD/ID (type of identification) as identification and (please check
one of the following) ☐ did or ☐ did not take an oath; the Secretary (please check one of
the following) ☒ is personally known to me or ☐ has produced CD/ID (type
of identification) as identification and (please check one of the following) ☐ did or ☐ did
not take an oath.

[Signature]

Notary Public

RONALD E. MASSA

Printed Notary Name

My Commission Expires:

RONALD E. MASSA

4/29/17

* FF012787



1999 UCO MODEL DOCUMENTS

As used herein (unless substantially reworded) the following shall apply:

A. Words in the text which are ~~lined through~~ with hyphens indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

C. Whenever an ellipsis (●●●) appears in the text this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

Amendments to the DECLARATION OF CONDOMINIUM and BYLAWS

I

SUBMISSION STATEMENT

The undersigned, being the owner of record of the fee simple title to the real property, as set forth hereinafter, situate and being in Palm Beach County, Florida, as more particularly described and set forth as the Condominium property in the Survey Exhibits attached hereto as Exhibit No. 1, which are made a part hereof as though fully set forth herein, (together with equipment, furnishings and fixtures therein contained, not personally owned by unit owners) hereby states and declares that said realty, together with improvements thereon, is submitted to Condominium ownership, pursuant to the Condominium Act of the State of Florida, ~~F.S. 711, Et. Seq.~~ Ch. 718 (hereinafter referred to as the "Condominium Act"), and the provisions of said Act are hereby incorporated by reference and included herein, ~~thereto~~, and does herewith file for record this Declaration of Condominium.

●●●

G. Condominium Act means and refers to the Condominium Act of the State of Florida ~~(F.S. 711 Et. Seq.)~~ Ch. 718 as the same may be amended from time to time.

●●●

S. Unless the context otherwise requires, all other terms ~~used~~ in this Declaration shall be assumed to have the meaning attributed to said term by Section 3 of the Condominium Act, Ch. 718.103 F.S.

●●●

U. Management Agreement means and refers to ~~that certain Agreement attached to this Declaration and made a part hereof, any agreement pursuant to Section 718.3025 F.S. which provides for the management of the Condominium property.~~

V. Management Firm means and refers to ~~VILLAGE MANAGEMENT, INC., a Florida Corporation, its successors and assigns, said Firm any firm being licensed under Part VIII, Ch. 468 F.S., or The United Civic Organization, Inc. (hereinafter "UCO" being responsible for the management of the Condominium property, as provided in the Agreement attached to this Declaration and referred to in Paragraph U. above Section 718.3025 F.S. Use of the term "Management Firm or Association" or similar phrases shall mean the Management Firm's action if a Management Agreement is in effect and shall mean the Association action if no Management Agreement is in effect. UCO as such can be considered by the Association as a Management Firm.~~

VI COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Condominium, including the obligation of each unit owner under the Long-Term Lease and ~~any Management Agreement attached to this Declaration,~~ shall be shared by the unit owners as specified and set forth in "Exhibit A". The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their location, or the building square footage included in each Condominium unit. Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements - any common surplus being the excess of all receipts of the Association, for this Condominium, including but not limited to assessments, rents, profits and revenues on account of the common elements of this Condominium, over the amount of the common expenses of this Condominium.

Common expenses shall also include reasonable transportation services, insurance for officers and directors, road maintenance and operation expenses, 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.

VII METHOD OF AMENDMENT DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than ~~three-fourths (3/4ths)~~ two-thirds (2/3) of the total vote of

the members of the Association. those present in person or proxy provided a quorum is present.

● ● ●

~~Notwithstanding the foregoing three paragraphs, the Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units, as long as the Developer owns the units so altered; however, no such change shall increase the number of units nor alter the boundaries of the common elements, except the party wall between any condominium units, without Amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in the paragraph, such changes shall be reflected by an Amendment of this Declaration with a Survey attached reflecting such authorized alteration of units, and said Amendment need only be executed and acknowledged by the Developer and any holders of Institutional Mortgages encumbering the said altered units. The Survey shall be certified in the manner required by the Condominium Act. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned, together with apportioning common expenses and common surplus of the units concerned, and such shares of common elements, common expenses and common surplus shall be duly noted in the Amendment of the Declaration. The rent under the Long Term Lease shall be apportioned by the Developer, with the Lessor's written approval, and same shall be reflected in the Amendment to Declaration.~~

● ● ●

IX THE OPERATING ENTITY

● ● ●

~~F. The following person, who is a resident of the State of Florida, is designated as the Agent to receive service of process upon the Association: J. F. Plisco, Flagler Court Bldg., West Palm Beach, Florida 33402.~~

● ● ●

X ASSESSMENTS

All provisions of Article X, relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Declaration. See provision Article X for present text.

● ● ●

The common expenses shall be assessed against each Condominium parcel owner, as provided for in Article VI of this Declaration. Assessments and installments that are unpaid for over ten (10) days after due date, shall bear interest at the rate of ~~ten percent (10%)~~ eighteen percent (18%) per annum from due date until paid. ~~and at the sole discretion of the Management Firm and/or the Board of Directors, a late charge of \$25.00 shall be due and payable in addition thereto.~~

● ● ●

Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Condominium unit, obtains title to a Condominium parcel as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses or assessment by the Management Firm or the Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure. Provided, however, if a mortgage is recorded on or after April 1, 1992 then a First mortgagee shall be responsible for up to six (6) months of assessments as provided in the Condominium Act. Such unpaid share of common expenses or assessments shall be deemed to be common expenses, collectible from all of the unit owners, including such acquirer, his successors and assigns.

● ● ●

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.

● ● ●

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), 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, ~~two Bank references and three individual references~~ local, if possible, 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 of the Association, within ~~ten (10)~~ thirty (30) days after receiving such notice 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), ~~designate the Association, or the Association may designate one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors of, the Association, who are willing to purchase, lease or rent, upon the same terms as those specified in the unit owner's 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 stated designee of the Board of Directors shall have ~~fourteen (14)~~ days from the date of the notice sent by the Board of Directors, within which to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or ~~withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s), or failure of such person(s) to make such offer within the said fourteen (14) day period or,~~ 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, ~~on 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 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.

The sub-leasing or sub-renting of a unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting of a unit prohibited. The Association or Management Firm shall have the right to require that a substantially uniform form of Lease or Sub-Lease be used, or in the alternative, the Board of Directors' approval of the Lease or Sub-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 may ~~may~~ designate the occupants of the unit as it desires, and for such period of time as it desires, ~~without in compliance with the provisions of Section A of this Article XI. The foregoing shall not be deemed an assignment or sub-leasing of a unit and shall be deemed to be in compliance with the provisions of the first paragraph of Article XIII of this Declaration.~~

B. MORTGAGE AND OTHER ALIENATION OF UNITS

1. 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, which is not authorized pursuant to the terms 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 of record simultaneously with the instrument it approved.

4. The foregoing provisions of this Article XI shall not apply to transfers by a unit owner to any member of his immediate family (viz: - spouse, children or parents).

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.

5. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, or rented or sublet said interest, as provided herein. Every purchaser, tenant or lessee, shall take subject to this Declaration, the By-Laws of the Association, the Long-Term Lease, and the Management Agreement, as well as the provisions of the Condominium Act.

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

(a) An Institutional First Mortgage 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, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel, without prior offer to the Board of Directors of the Association or Management Firm, and without the prior approval of the said Board of Directors or Management Firm. The provisions of Section A. and B., No.1-5, of this Article XI, shall be inapplicable to such Institutional First Mortgagee, or the Management Firm, or the Lessor under the Long-Term Lease, or acquirer of title, as aforescribed in this paragraph.

(b) The provisions of Section A. and B., No.1-5, of this Article XI, shall be inapplicable to the Developer. The said Developer is irrevocably empowered to sell, lease, rent and/or mortgage Condominium parcels or units and portions thereof, to any purchaser, lessee or mortgage approved by it, and the Developer shall have the right to transact any business necessary to consummate sales or rentals of units, or portions thereof, including but not limited to the right to maintain model, have signs, use the common elements, and to show units. The sales office(s), signs, and all items pertaining to sales shall not be considered common elements, and shall remain the property of the Developer.

(c) In the event there are unsold parcels, the Developer retains the right to be the owner of said unsold parcels under the same terms and conditions as all other parcel owners in said Condominium; however, said Developer, for such time as it continues to be a parcel owner, but not exceeding twelve (12) months after the date of the filing of this Declaration, shall only be required to contribute such sums to the common expenses of the Condominium, in addition to the total monthly common expense assessments paid by all other parcel owners as may be required for the Association to maintain the Condominium, and fulfill its obligations, as provided in this Declaration and Exhibits attached hereto, but in no event shall the Developer be required to contribute to the common expenses as to the parcels owned by it, in an amount

~~exceeding the obligation for such unit, as specified and set forth in Exhibit "A" attached to this Declaration. Commencing twelve (12) months after the date of the filing of this Declaration of Condominium, the developer shall contribute to the common expenses, as to the parcels owned by it, in the same manner as all other parcel owners, as provided in Exhibit "A" attached to this Declaration.~~

XII INSURANCE PROVISIONS

All provisions of Article XII relating to the original Management Agreement are stricken and amended ~~but~~ as obsolete. Substantial rewording of Declaration . See provision Article XII for present text.

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 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) 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.

All provisions of Article XIII, relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Declaration. See provision Article XIII for present text.

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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 Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Management Firm or 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 Management Firm or Board of Directors. No laundry facilities or equipment shall be permitted in any unit, nor on the Condominium property. The Lessor under the Long Term Lease shall have the exclusive right to install and operate coin operated laundry machines, including but not limited to washing machines, dryers, dry cleaning machines and machines of an allied nature, and the exclusive right to offer services for off premises dry cleaning, laundering, pressing and tailoring, and other allied services, within Century Village, during the term of and as provided in said Lease.

XIV MAINTENANCE AND ALTERATIONS

All provisions of Article XIV, relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Declaration. See provision Article XIV for present text.

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B. There shall be no alterations or additions to the common elements or limited common elements of this Condominium, where the cost thereof is in excess of ten percent (10%) of the annual budget of this Condominium for common expenses, as to this Condominium, and this Condominium's share of common expenses as to the recreational facilities under the Long-Term Lease hereinafter referred to, except as authorized by the Board of Directors and approved by not less than ~~seventy-five percent (75%)~~ sixty-six and 2/3 percent (66 2/3%) of the unit owners of this Condominium; provided, the aforesaid alterations or additions do not prejudice the right of

any unit owner unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alteration or additions, as aforescribed - i.e., as to the common elements or limited common elements of this Condominium are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owner (s) exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and approved by not less than ~~seventy-five percent (75%)~~ sixty-six 2/3 percent (66-2/3%) of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten (10) or less, the approval of all but one shall be required.

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C. Each unit owner agrees as follows:

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3. To make no alterations, decorations, repair, replacement or change of the common elements, or to any outside or exterior portion of the building(s) whether, within a unit or part of the common elements. ~~Unit owners may use such contractor or subcontractor within their units as are approved by the Board of Directors of the Association.~~ Said parties shall comply with the Rules and Regulations adopted by the Board of Directors. The unit owner shall be liable for all damages to another unit, the common elements or the Condominium property, caused by the unit owner's contractor, subcontractor, or employees whether said damages are caused by negligence, accident or otherwise.

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F. The Association shall be responsible for the maintenance, replacement and repair of the common elements and all portions of the Condominium property not required to be maintained, repaired or replaced by the unit owner(s). Where portions of the Condominium property are a lake or drainage lagoon, or are subject to the easement of being a drainage lagoon, it being understood that lakes are a portion of a drainage lagoon, the cost of maintaining same shall be a

common expense of the Condominium. Where a Condominium abuts a roadway designated as a "collector road" within Century Village, by LICO the Lessor under the Long Term Lease, the cost of maintaining the landscaping within the said roadway which abuts the Condominium property shall be the obligation of the Condominium. Collector roads within Century Village shall include, but are not limited to, Century Boulevard, North Drive, South Drive, East Drive, and West Drive.

XV LIMITED COMMON ELEMENTS

All provisions of Article XV relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Declaration . See provision Article XV for present text.

XVI TERMINATION

All provisions of Article XVI relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Declaration . See provision Article XVI for present text.

XVIII MANAGEMENT AGREEMENT

~~The Association has entered into a Management Agreement with VILLAGE MANAGEMENT, INC., a Florida Corporation, an executed copy of which is annexed hereto as Exhibit No. 1, and made a part hereof.~~

~~The Association has may delegated to the a Management Firm the power of the Association, through its Board of Directors, to determine the budget, make assessments for common expenses and collect assessments, for those periods of time as provided in this Declaration and Exhibits attached hereto. , including the Management Agreement, Each unit owner, his heirs, successors and assigns, shall be bound by said Management Agreement to the same extent and effect as if he had executed said Management Agreement for the purposes therein expressed, including but not limited to:-~~

~~A. Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.~~

~~B. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefore in said Management Agreement.~~

~~C. Ratifying and confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof, including the Manager's fee, are reasonable.~~

~~D. Agreeing that the persons acting as Directors and Officers of the Association entering into such Agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that some or all of the persons comprising the original Board of Directors and the Officers of the Association, may be owners of some or all of the stock of VILLAGE MANAGEMENT INC., a Florida Corporation, and are or may be some of the Officers and Directors of said Management Firm, and that such circumstances shall not and cannot be construed as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Management Agreement, in whole or in part. The Association and each unit owner further agree that the phrases "for the period of time specified in the Management Agreement", and "as long as the Management Agreement remains in effect", shall mean and include any renewal or extension of the Management Agreement attached hereto.~~

~~The Association and unit owners further agree that the monthly assessments to be paid by unit owners for common expenses may include such special assessments incurred by a unit owner for charges for guests and invitees of said unit owner, or temporary residents in said unit, as to their use of the area, and for any special services and charges.~~

~~The Association may delegate by Management Agreement to a Management Firm all duties and responsibilities of Sales and Rentals under Articles XI and Insurance under Article XII.~~

XIX MISCELLANEOUS PROVISIONS

All provisions of Article XIX, relating to the original Management Agreement are stricken and amended out as obsolete. Substantial rewording of Declaration. See provision Article XIX for present text.

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~~H. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Management Firm, as long as the Management Agreement remains in effect and, thereafter, the Board of Directors of the Association, from removing or authorizing the removal of any party wall between any Condominium units in order that the said units might be~~

~~used together as one integral unit. In each event, all assessments, voting rights and the share of the common elements shall be calculated as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, to the intent and purpose that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined.~~

H. ~~+~~ The "Remedy for Violation", provided for by Section ~~23~~ 718.303 of the Condominium Act, shall be in full force and effect. In addition thereto, should the Association or the Management Firm, on behalf of the Association, or on its own behalf, find it necessary to bring a Court action to bring about compliance with the law, this Declaration and Exhibits attached to this Declaration, upon a finding by the Court that the violation complained of ~~is willful and deliberate was committed~~, the unit owner so violating shall reimburse the Management Firm and the Association, for reasonable Attorney's fees incurred by it in bringing such action, as determined by the Court.

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~~O. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the Condominium documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Any estimates of common expenses, taxes or other charges are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon, except where same is specifically warranted or guaranteed.~~

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O. Q. The Condominium property may not be abutting, contiguous or adjacent to any public street, road, or right of way. ~~The Developer~~ UCQ covenants to provide access from North Haverhill Road and Okeechobee Boulevard (a public dedicated road), to the Condominium property for road purposes for ingress and egress, and for such easements as may be required for drainage and utility service easements. The access easement ~~and~~ contemplated in this paragraph shall be for the benefit of all persons resident upon the lands or portions of the lands described in that certain Deed dated June 11th, 1968, and recorded in Official Records Book 1659 at Page 394, of the Public Records of Palm Beach County, Florida, and all persons designated by the Developer UCQ in its sole discretion. The aforesaid easement shall not create a burden upon the access easement land, nor shall it run with this Condominium, and the Developer UCQ shall

have the continuous right to change and relocate such access easement as often as it desires, without the requirement of the Condominium Association, the unit owners in this Condominium, and all other persons entitled to the use of said access easement consenting to or joining in an instrument to accomplish the foregoing. The Developer UCQ shall also have the right to dedicate such access easement as it desires to the public and the appropriate Governmental authority, without the consent or execution of an instrument to this effect by persons entitled to the use of said access easement. The foregoing right of the Developer UCQ is limited only to the extent that such changing and relocation or dedication of the access easement shall be reasonable.

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~~R. In order to insure the Condominium and Century Village with adequate and uniform water service and sewage disposal service, the Developer shall have and hereby reserves the exclusive right to contract for the servicing of this Condominium and the unit owners therein, and Century Village, with said services. Pursuant to the foregoing, the Developer has or will contemporaneously herewith contract with CENTURY UTILITIES, INC., a Florida Corporation, for the furnishing of said services, and the Association and unit owners agree to pay the charges therefore, pursuant to and to comply with all of the terms and conditions of said Utility Agreement.~~

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