

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

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
ANDOVER L CONDOMINIUM
AND THE ARTICLES OF INCORPORATION AND BY-LAWS FOR
ANDOVER L CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the **Declaration of Condominium for Andover L Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **1905** at Page **1846**; and

WHEREAS, the **1999 UCO Model Documents Century Village, West Palm Beach for Andover L 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 Articles of Incorporation and By-Laws are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of **Andover L Condominium Association, Inc.**, a Florida not-for-profit corporation, held **March 12, 2014**, the aforementioned Declaration of Condominium, Articles of Incorporation and By-Laws were amended pursuant to the provisions of said Declaration of Condominium, Articles of Incorporation and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Condominium, Articles of Incorporation and By-Laws are a true and correct copy of the amendments as amended by the membership.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
ANDOVER L CONDOMINIUM**

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

XI
PROVISION RELATING TO SALE OR RENTAL OR OTHER
ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

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

In the event any unit owner wishes to sell, rent or lease his unit, the Association shall have the option to purchase, rent or lease said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lease said unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

No lease of any unit shall be less than six (6) months and one day 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.

No unit owner may lease his or her unit during the first twenty-four (24) months of ownership, measured from the date of recordation of the most recent instrument conveying any interest in title to the unit, except transfers by devise or inheritance to members of the family, as defined herein below, of a deceased unit Owner, or units acquired by the Association, or transfers to add a member of the owner's family, defined for the purposes of this paragraph as grandparents, parents, siblings, children, and grandchildren, to the title for estate planning purposes. In the event of conveyance of title with an approved occupant in possession under lease, said moratorium against leasing during the first twenty-four (24) months of ownership shall commence upon expiration of lease.

No ownership or possessory interest in a unit may be conveyed, leased or otherwise transferred to a corporation, partnership or other entity of any kind except for trusts, trustees of trusts, or corporations where all of the stock is owned by the members of a single family, as defined above, where such trust or corporation was formed for the purpose of estate or financial planning, and further provided all proposed occupants are

identified and subject to approval hereunder as tenants and that all changes in occupancy or transfers of any interest in a unit are subject to approval pursuant to this Declaration. This provision is not applicable to the acquisition of units by the Association. Notwithstanding the provisions above regarding the acquisition of title by an entity, any entity acquiring title to a Unit through the foreclosure of a mortgage or other lien or by deed in lieu of foreclosure may hold title, but any person taking occupancy of the Unit while title is held by such entity shall be subject to the prohibitions in this section applicable to leases.

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 persons to whom the proposed sale, lease or transfer is to be made, and such other information (to be requested within five days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned.

The Board of Directors of the Association, within 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), 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.

Failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest pursuant thereto, to the prospective purchaser or tenant named therein, within ninety (90) days after his notice was given.

The consent of the Board of Directors of the Association or the Management Firm shall be in recordable form, signed by two Officers of the Association or the Management Firm, and shall be delivered to the purchaser or lessee. Should 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 prohibited. The Association or Management Firm, shall have the right to require that a substantially uniform form of Lease be used, or in the alternative, the Board of Directors' approval of the Lease form to be used shall be required. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the Lessee, his family and guests. No individual rooms may be rented, and no transient tenants may be accommodated. Where a Corporate entity is the owner of a unit it must designate the occupants of the unit as it desires, and for such period of time as it desires, in compliance with the provisions of this Article XI.

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. 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. ~~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 person 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 Present 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 that 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 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 the Management Firm:

(a) An Institutional First Mortgage holding a mortgage on a Condominium parcel, 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 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 Lessor under the Long-Term Lease, or acquirer of title, as aforescribed in this paragraph.

**AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
ANDOVER L CONDOMINIUM ASSOCIATION, INC.**

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

ARTICLE IV

Members

A. The members of the Association will be all record owners of units in the Condominium.

B. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

C. The owner of each unit will be entitled to one (1) vote as a member of the Association. The exact number of votes to be cast by unit owners and the manner of exercising voting rights will be determined by the Declaration of Condominium, the By-Laws of the Association, and the Act.

D. Only natural persons may be Members of the Association. Except as provided in the Declaration and for trusts established for estate planning purposes, or corporations where all of the stock is owned by the members of a single family (as defined in Article XI of the Declaration), ownership by entities, including, but not limited to, corporations, limited liability companies and partnerships is prohibited. The foregoing prohibition shall not apply to the Association or to mortgagees acquiring title to Units through foreclosure or deed in lieu of foreclosure. The Members of the Association shall consist of all of the record owners of units in the Condominium; and, after termination of the Condominium, if same shall occur, the Members of the Association shall consist of those who are Members at the time of the termination, and their successors and assigns. Membership shall be established by the acquisition of ownership of fee title to, or fee interest in, a Condominium parcel in the Condominium, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Palm Beach County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

**AMENDMENT TO THE
BY-LAWS FOR
ANDOVER L CONDOMINIUM ASSOCIATION, INC.**

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

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association shall be limited to owners of the Condominium units, as identified in the preceding Declaration of Condominium to which these By-Laws are attached. Transfer of unit ownership, either voluntarily or by operation of law, shall terminate membership in the association, and said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a unit shall be cast by the "Voting Member." If unit ownership is vested in a Corporation, said Corporation may designate an individual officer or employee of the Corporation as its voting member. Unless otherwise provided in the Declaration, and except for trusts established for estate planning purposes, or corporations where all of the stock is owned by the members of a

single family (as defined in Article XI of the Declaration), membership is limited to natural persons. Entities, including, but not limited to, corporations, limited liability companies and partnerships, may not own units at the Condominium. The foregoing limitation on corporate ownership shall not apply to the Association acquiring units or mortgagees acquiring title to units through foreclosure or deed in lieu of foreclosure. Membership in this Association shall be limited to record owners of units in the Condominium. The terms "record owner" shall mean the persons designated as the owner of the unit in an instrument recorded in the Public Records of Palm Beach County, Florida. Transfer of unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a Member of this Association. If unit ownership is vested in more than one person, all of the persons owning a unit shall be authorized to attend meetings. If unit ownership is vested in a trust or, to the extent permitted by the Declaration, any other entity, the entity may designate a representative or an individual officer or employee to exercise its rights as a Member.

* * * * *

WITNESS my signature hereto this 28th day of MARCH, 2014, at West Palm Beach, Palm Beach County, Florida.

**ANDOVER L CONDOMINIUM
ASSOCIATION, INC.**

Janet Lee Kerr
Witness

By: Charles F. Nassau
President

JANET Lee KERR
(PRINT NAME)

Marilyn Manson
Witness

Attest Loretta Duvall
Secretary

MARILYN manson
(PRINT NAME)

[Notary page to follow]

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 28th day of MARCH 2014, by CHARLES P. NASSAU and LORETTA DOWLING, as PRES. and SEC., respectively, of **Andover L Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced CV/FDS as identification and did take an oath.

Ronald E. Massa (Signature)

RONALD E. MASSA (Print Name)
Notary Public, State of Florida at Large

