

This instrument was prepared by:
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**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR
CANTERBURY C CONDOMINIUM**

WHEREAS, the **Declaration of Condominium** for **Canterbury C Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2120** at Page **1581**; and

WHEREAS, the **Amended and Restated Declaration of Condominium** for **Canterbury C Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **31020** at Page **270**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Canterbury C Condominium Association, Inc.**, a Florida not-for-profit corporation, held **July 12, 2023** and a subsequent vote by written consent in accordance with Section 617.0701 Florida Statutes, and Article 2, Section 2.2, of the Amended and Restated By-Laws for Canterbury C Condominium Association, Inc., the aforementioned **Amended and Restated Declaration of Condominium** was amended pursuant to the provisions of said **Amended and Restated Declaration of Condominium**.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the **Amended and Restated Declaration of Condominium** are a true and correct copy of the amendments as amended by the membership.

**AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
CANTERBURY C CONDOMINIUM**

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

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7. MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY.

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7.3 Specific Unit Owner Responsibilities.

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- (g) Unit Owners shall be responsible for the maintenance and upkeep of their unit and all interior surfaces within or surrounding their unit, including the surfaces of their patios and balconies, which includes including the maintenance, repair, and replacement of all screens and screen frames, as well as all floor coverings which may be permitted from time to time by the rules and regulations of the Board of Directors. The screens and screen frames are a Limited Common Element as are the floor coverings.

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9. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY BY UNIT OWNER.

* * *

- 9.2 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to (i) the interior of the Unit, including remodeling and/or which is structural in nature, the removal of any interior walls, or which impacts the Common Elements in any way, including, but not limited to, any work which involves piercing the Unit boundary or which requires the issuance of a permit from a governmental or regulatory authority or agency or to (ii) the Limited Common Elements, without the prior written consent of the Board of Directors.

Any and all requests for electrical, mechanical or structural additions, alterations or improvements must be in writing and must be submitted to the Association with plans prepared and sealed by the appropriate professional (i.e., architect, engineer, etc.).

All additions, alterations or improvements must be performed by licensed contractors and a copy of the contractor's license must be provided to the Association before renovations are to begin.

The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after receipt of such request and all sealed plans or thirty (30) days after receipt of any additional information requested by the Board within thirty (30) days of receipt of the initial request. Failure to respond within the stipulated time shall constitute the Board's consent.

The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, which may not be waived by the Association under any circumstances, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

Once approved by the Board of Directors, such approval may not be revoked unless the Board finds misrepresentations in the application submitted by the Unit owner. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and all future owners of the Unit, and their heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, its Board members, officers and employees, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair, replacement and insurance for such additions, alterations or improvements from and after the date of installation or construction thereof as may be required by the Association, and shall also be responsible for all costs associated with removal and reinstallation of same when necessary, in the discretion of the Board of Directors, in connection with the Association's performance of its maintenance obligations under this Declaration.

The Board may impose the requirements set forth in Paragraph 7.3(g) above and may require the execution of a covenant to run with the Unit to memorialize the application, approval, conditions of approval and future obligations of the Unit Owner and may condition its approval of any addition, alteration or improvement hereunder upon the preparation, execution and recording of such a covenant at the Unit Owner's expense.

* * *

16. OCCUPANCY AND USE RESTRICTIONS. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

* * *

- 16.2 Occupancy and Guest Restrictions. Each Unit shall be used as a single family residence only, except as otherwise herein expressly provided. As used herein, "single family" or words of similar import shall be deemed to include up to two (2) persons who are married, or up to two (2) persons not related by blood, marriage or adoption living together as a single housekeeping unit, and their spouses, adult children, siblings, parents or grandchildren.

Under no circumstances may any Unit be used for any business purpose which would cause a level of noise, odor, traffic, debris or other activity inconsistent with residential use.

A guest shall be considered any occupant who is not a Unit Owner or approved tenant.

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(vi) No guest, occupant or tenant shall be allowed to sleep on the porch, patio, or balcony of a Unit or on the Common Elements or Limited Common Elements.

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16.5 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. The Board of Directors is hereby authorized to adopt additional rules and regulations regarding noise, including, but not limited to, regulations regarding the types of activities that are permitted, the level of noise that is permitted, and the hours during the day during which certain types of activities are permitted. All unit owners, tenants, residents, and guests must exercise reasonable care to minimize noise between the hours of 10:00 p.m. and 8:00 a.m. The following is strictly prohibited between 10:00 p.m. and 8:00 a.m.:

(i) Musical instruments may not be played between the hours of 10:00 p.m. and 8:00 a.m.;

(ii) Electronic devices, including but not limited to radios, televisions, stereo equipment, laptops, smart phones, and other devices may not be used in a manner where the sound from such devices can be heard from the common elements or other units;

(iii) Door slamming;

(iv) Screaming, shouting, loud talking in the unit, the balcony of a unit, or on the common elements at a volume such that can be heard by other unit owners inside of their units;

(v) Honking of horns; and

(vi) Other noise making not listed in the foregoing.

* * *

~~16.8 Leasing Moratorium. No Unit Owner acquiring title after the effective date of this amendment may lease his or her Unit for a period of twelve (12) consecutive months from the date title is acquired. This twelve (12) month period shall run from the date of recording of any instrument transferring any ownership interest in title to the Unit, except for transfers to add members of the Unit Owner's immediate family as titleholders with the Unit Owner or to a trust where such transfers were undertaken for the purpose of estate planning. The only other exceptions to the foregoing moratorium are Units obtained by beneficiaries or heirs of the previous Unit Owner when title was acquired through inheritance or devise. This restriction shall not apply to Units acquired by the Association while the Units are owned by the Association. If at the time of transfer of any interest in title a Unit is already leased pursuant to a lease agreement entered into by the previous Owner, the aforementioned twelve (12) month period during which the Unit may not be leased shall commence at the expiration of the current term of the existing lease which may not be renewed or extended.~~

16.8 Prohibition on Leasing. After the date this amendment is recorded in the Public Records, no Unit that is subsequently transferred to new ownership by sale, gift, inheritance, or otherwise, may be leased or rented under any circumstances. The foregoing restriction shall not apply to Units acquired by the Association or the Long-Term Lessor (its successors and assigns) while the Units are owned by the Association or the Long-Term Lessor (its successors and assigns). Current owners (those who own a Unit prior to this amendment being recorded in the public records) may continue to lease or rent their Units in accordance with the provisions of the Declaration of Condominium and in compliance with Article 17. When such Units are subsequently transferred, they will no longer be able to be leased or rented.

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17. CONVEYANCES, SALES AND TRANSFERS. In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

* * *

17.3 Association's Election. Within thirty (30) days of receipt of the last of the information required pursuant to Section 17.2 above, including but not limited to fully completed applications, and any additional information required by the

Board, the Association ~~must~~ will either approve or disapprove the transfer. Failure ~~on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed transfer.~~

* * * * *

WITNESS my signature hereto this 17 day of AUGUST, 2023, at West Palm Beach, Palm Beach County, Florida.

CANTERBURY C CONDOMINIUM ASSOCIATION, INC.

Regina Collins
Witness

By: X Deborah Hengstbeck

Regina Collins
(PRINT NAME)

Print Name: Deborah Hengstbeck, President

Paul Lynt
Witness

Attest Jody Lebel

Richard Hengstbeck
(PRINT NAME)

Print Name: Jody Lebel, Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 17 day of AUGUST, 2023, by Deborah Hengstbeck Jody Lebel, as President and Secretary, respectively, of Canterbury C Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced DLs as identification and did take an oath.

Donald Foster (Signature)

Donald Foster (Print Name)
Notary Public, State of Florida at Large

