

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 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 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
Carla Corralba
(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 Bunn-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 identification and did take an oath.

Michele Davila (Signature)

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



State of Florida
My Commission Expires 08/05/2020
Commission No. GG 15569

NOT A CERTIFIED COPY