

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
CANTERBURY G CONDOMINIUM
AND THE
BY-LAWS FOR
CANTERBURY G CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the **Declaration of Condominium for Canterbury G Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2137** at Page **1518**; and

WHEREAS, the By-Laws for Canterbury G Condominium Association, Inc. are attached as an exhibit thereto; and

WHEREAS, the **1999 UCO Model Documents Century Village, West Palm Beach Amended Declaration of Condominium for Canterbury G 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 G Condominium Association, Inc.**, a Florida not-for-profit corporation, held **February 14, 2020**, the aforementioned Declaration of Condominium and By-Laws were amended pursuant to the provisions of said Declaration of Condominium and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Condominium and By-Laws are a true and correct copy of the amendments adopted by the membership at the above-referenced meeting of the membership of the Association.

**AMENDMENTS TO THE
1999 UCO MODEL DOCUMENTS
CENTURY VILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM FOR
CANTERBURY G CONDOMINIUM**

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

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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.

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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 (its successors and assigns) while the Condominium units are owned by the Association. 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.

B. MORTGAGE AND OTHER ALIENATION OF UNITS

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4. The foregoing provisions of this Article XI shall ~~not~~ also apply to transfers by a unit owner to any member of his immediate family including but not limited to (viz:- spouse, children or and parents. No person or permitted entity (other than the Association or a Mortgagee taking title by foreclosure or deed in lieu of foreclosure) may own or have any ownership interest, directly or indirectly, jointly or individually, in more than one (1) unit in the Condominium operated by the Association including, without limitation, individually, jointly or through his or her spouse, roommate, a "straw man", or otherwise or a corporate entity as a partner, officer, director, shareholder, trustee, beneficiary or employee of any partnership, corporation, company, trust or any type of entity owning any ownership interest in or to a unit. Such additional transfers shall be considered void.

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ARTICLE XIII

USE AND OCCUPANCY

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No pets or animals are permitted to be kept on the Condominium Property. Any grandfathered pet is subject to the Rules and Regulations created by the Board of Directors from time to time. No animals or pets of any kind shall be kept in any unit, or on any property of the Condominium, except with the written consent of and subject to the Rules and Regulations adopted for the keeping of said pets, by the Board of Directors; provided that they are not kept, bred or maintained for any commercial purposes, and further provided that such house pets causing or creating a nuisance or unreasonable disturbance, shall be permanently removed from the property subject to these restrictions, upon three (3) days written notice from the Board of Directors of the Association.

* * *

Except for trusts established for estate planning purposes, ownership of units and membership is limited to natural persons. Business 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 units owned by the Association or to 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. 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.

Prohibition on Smoking. Smoking on the Common Elements is strictly prohibited. Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted smoking materials, including but not limited to cigarettes, cigars, pipes, bongos and any other lighted smoking products or devices. 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 foregoing prohibition on smoking includes, but is not limited to, tobacco products.

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**AMENDMENTS TO THE
BY-LAWS OF
CANTERBURY G CONDOMINIUM ASSOCIATION, INC.**

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

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

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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 Bylaws 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 eligible 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, ownership of Units and membership is limited to natural persons. Business 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 Units owned by the Association, the Long Term Lessor (its successors and assigns), or to 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. 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, to the extent permitted by the Declaration, an entity, the entity may designate a representative or an individual officer or employee to exercise its rights as a Member.

Any application for the transfer of membership or for a conveyance of an interest in, or to encumber or lease a Condominium parcel where the approval of the board of Directors of the Association is required, as set for in these By-laws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in an amount to be set by the Board of Directors, to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred, not to

exceed \$100.00 per applicant or per family or entity. Provided, however, no such fee shall be charged for the renewal of a lease.

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Section 5. Designation of Voting Member. If a Condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a Condominium unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated in a Certificate, signed by all of the recorded owners of the unit and filed with the Secretary of the Association. If a Condominium unit is owned by a ~~Corporation trust or, to the extent permitted by the Declaration, an entity, or an entity of another type which took title prior to the date of these amendments, the trustee, officer, partner~~ or employee thereof entitled to cast the vote of the unit for the ~~Corporation trust or entity~~ shall be designated in a Certificate for this purpose, signed by the ~~President or Vice-President, attested to by the Secretary or the Assistant Secretary of the Corporation~~ all of the trustees of the trust or an authorized representative of the entity, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a unit shall be known as the "voting member." If such a Certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by ~~a trust or a Corporation permitted entity~~, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a ~~husband and wife~~ married couple. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the ownership of the unit concerned. If a Condominium unit is owned jointly by a ~~husband and wife~~ married couple, the following three provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible).

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the unit vote, just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

* * * * *

[Signature page to follow]

WITNESS my signature hereto this 2nd day of April, 2020, at West Palm Beach, Palm Beach County, Florida.

**CANTERBURY G CONDOMINIUM
ASSOCIATION, INC.**

Maria F. Tursi
Witness

By: Carol Pasarello
President

Maria F. Tursi
(PRINT NAME)

Faith Samowitz
Witness

Attest: Bernardine Carpenter
Secretary

Faith Samowitz
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2 day of April, 2020, by and Carol Pasarello, as President and Bernardine Carpenter, respectively, of **Canterbury G Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced Driver Licenses as identification and did take an oath.

[Signature]
(Signature)

DAVID MACHADO (Print Name)
Notary Public, State of Florida at Large

