

This instrument prepared by and return to:  
GEORGE LaCOSTA  
199 CANTERBURY I  
WEST PALM BEACH, FL 33417  
TELEPHONE (561) 688-1171

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State of Florida  
County of Palm Beach

**Amendment  
to the  
Declaration of Condominium and By-Laws  
of  
Canterbury I Condominium**

As recorded in Official Records  
Book: 2148, page: 428-470  
Public Records of Palm Beach County, Florida

**Association Occupancy / Rental Policy**

By a majority vote of unit owners (greater than 75% vote of the membership) at the 2015 Annual Meeting held on February 7, 2015 and secondary vote at the 2016 Annual Meeting held on February 27, 2016, it is hereby established that all present and future unit owners acknowledge this Association Occupancy / Rental Policy as a condition of ownership and, thereby, agree to comply with this Policy and all its conditions, and as amended from time to time.

The Canterbury I Condominium Association Occupancy / Rental Policy as established by the Canterbury I unit Owners at its 2015 and 2016 Annual Meeting held on February 7, 2015 and on February 27, 2016, respectively, is stated as follows:

1. In accordance with the Declaration of Condominium and By-Laws of the Canterbury I Condominium Association, unit owners may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or mortgage said parcel, or occupy said parcel, without the prior written approval of the Association or Management Firm.
2. No lease of any unit shall commence within the first 24 months of ownership:
  - a. This restriction applies to any change of ownership wherein the owner of record adds, subtracts, or modifies their deed following the effective date of this policy; any change of ownership must receive prior written approval of the Association or Management Firm.
3. No lease shall be less than six (6) months and a unit may not be leased more than once in a twelve (12) month period.
4. No more than one vehicle is permitted without written Association approval.
5. The Association or Management Firm considers recommended minimum monthly income for all occupancy applications.
6. Association restrictions described herein and all others previously recorded apply after judicial sale of a unit, or any interest therein, through foreclosure or other judicial process, the sale and purchaser and any subsequent occupant 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.
7. 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, may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or mortgage said parcel, or occupy said parcel, without the prior written approval of the Board of Directors or Management Firm.
8. 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 while he is residing, and for no other purpose.
  - a. Only the owner's adult children may occupy the unit in the owner's absence not in excess of 30 days, and only with prior approval of the Association or Management Firm. No children under fifteen (15) years of age shall be permitted to reside in any of the units or rooms thereof in this Condominium, except that children may be permitted to visit and temporarily reside for reasonable periods, not in excess of 30 days, in any calendar year.
9. Housing for Older Persons: This Condominium shall be "housing for older persons," as such term is defined in the Federal Fair Housing Amendment Act of 1988. To demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older and inasmuch as this Association was designed as part of an adult community, it shall be required as of the effective date of this amendment that at least eighty (80) percent of the units must be occupied by at least one (1) person fifty-five (55) years of age or older per unit. This amendment shall include units under leasehold, if any. 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) years to occupy units within the condominium when the Board finds undue hardship to the applicant.
  - a. 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.

The undersigned being duly sworn hereby certify this Association Occupancy / Rental Policy of the Canterbury I Condominium Association is formally established this 28 day of March, 2016 by the Canterbury I Condominium Association Board, as amended from time to time, and is the free act and deed of said Association.

BY: George LaCosta  
President

BY: Farrel Levitt  
Officer

Sworn to and subscribed before me, by GEORGE LaCOSTA, and FARREL LEVITT, to me well known, and who produced a picture ID as identification, State and County aforesaid, this 28 day of March 2016.

Canterbury I Corporate Seal

Debra Nutt  
Notary Public  
My Commission Expires: 2/18/19

