

This Instrument Prepared by and Return to:
KARA TANIS, ESQ.
KELLEY & GRANT, P.A.
370 CAMINO GARDENS BLVD., STE. 301
BOCA RATON, FL 33432
561-672-1161

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
CANTERBURY K CONDOMINIUM ASSOCIATION, INC.**

THIS AMENDMENT to the Declaration of Condominium of CANTERBURY K CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION") is made this 6 day of December 2023 by the ASSOCIATION pursuant to the terms of its previously recorded Declaration,

WHEREAS, the Declaration of Condominium for CANTERBURY K CONDOMINIUM ASSOCIATION, INC. is recorded at Official Record Book 2128, Page 474, et seq., as amended from time to time, of the Public Records of Palm Beach County, Florida; and,

WHEREAS, at a duly called and noticed special meeting of the Board and/or Membership of the ASSOCIATION, held on ~~6 December 2023~~ ^{October 27, 2023}, the Association's Declaration was amended as set forth in Exhibit "A" attached hereto and incorporated herein by a vote of the Membership pursuant to the requirements of the Association's Governing Documents and of Florida law; and,

WHEREAS, the effective date of the amendment is October 27, 2023; the date of the meeting of the Board of Directors at which the amendment was adopted is Oct 27, 2023; the amendment was passed with sufficient quorum by a vote of the Membership and/or Board of Directors pursuant to the requirements of the Association's Governing Documents and of Florida law.

NOW THEREFORE, the undersigned hereby certifies that the Amendments set forth and attached hereto as Exhibit "A" are a true and correct copy of the Amendments as amended by the ASSOCIATION:

Except as amended herein, all other terms and conditions of the Declaration, shall remain unchanged and shall remain in full force and effect according to their terms.

These Amendments have been adopted by the ASSOCIATION'S Membership, as authorized by its Governing Documents.

IN WITNESS WHEREOF, the ASSOCIATION'S Board of Directors has caused these Amendments to the Declaration of Condominium of CANTERBURY K CONDOMINIUM ASSOCIATION, INC. to be executed by duly authorized officers this 6 day of December 2023.

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SIGNATURES TO FOLLOW ON NEXT PAGE

CANTERBURY K CONDOMINIUM ASSOCIATION, INC.

Board Member #1:

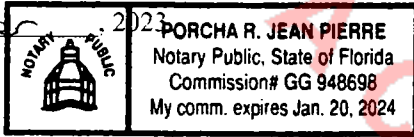
By: *Eric Danari* ERIC DANARI PRESIDENT
Signature Printed Name Title

Witness #1: *[Signature]* Witness #2: *[Signature]*
Signature Signature
JANINA JURASZEK JOZEF JURASZEK
Printed Name Printed Name

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was executed before me this 7 day of December, 2023 by Eric Danari, President of CANTERBURY K CONDOMINIUM ASSOCIATION, INC., who, upon being duly sworn, acknowledged to me that he signed the foregoing document and was personally known to me or produced a drivers' license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 7 day of December, 2023.



[Signature]
NOTARY PUBLIC
My commission expires: Jan 20, 2024

Board Member #2:

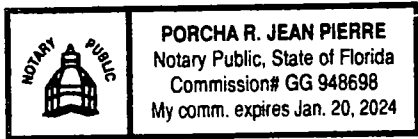
By: *Joan Besson* JOAN BESSON Joan Secretary
Signature Printed Name Title

Witness #1: *[Signature]* Witness #2: *[Signature]*
Signature Signature
JANINA JURASZEK JOZEF JURASZEK
Printed Name Printed Name

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was executed before me this 7 day of December, 2023 by Joan Besson, Secretary of CANTERBURY K CONDOMINIUM ASSOCIATION, INC., who, upon being duly sworn, acknowledged to me that he signed the foregoing document and was personally known to me or produced a drivers' license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 7 day of December, 2023.



[Signature]
NOTARY PUBLIC
My commission expires: Jan 20, 2024

EXHIBIT "A"

(Additions indicated by underlining; deletions indicated by ~~strikethroughs~~)

- I. Amendment to Article XI of the Association's Declaration of Covenants, Conditions and Restrictions:

PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION
OR MORTGAGING OF CONDOMINIUM UNIT

A. Sale or Rental of Units – Association to have first right of refusal

Should a[n] 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 terms of the offer he has received or which he wishes to accept, the name and address of the person (a) to whom the proposed sale, lease or transfer is to be made, three Bank references and five individual references – local, if possible, 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), 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~~

Leasing shall not be permitted at the Association.

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 specified 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, provided the occupants are the principals, managers, owners, directors, controllers of the Corporate entity, beneficiaries, or employees of the Corporate entity.

The provisions of this Amendment shall not apply to leases already reviewed and approved by the Association as to the effective date of this Amendment, however, this Amendment shall apply at the expiration of any such existing leases. At the expiration of such lease, the existing tenant(s) shall vacate the unit. In the event such tenant(s) do not timely or fully vacate the unit, the Association is permitted to remove such occupants from the unit and sue for removal under Chapters 66, 82 or 83, or other similar possessory actions for removal as Florida Statutes may be amended from time to time. In such event, the owners and tenants shall be jointly and severally responsible to the Association for all Association legal fees and costs associated with said removal action, and such fees and costs may become a special assessment lien against the unit, foreclosable like any other assessment.

Provided, however each owner shall use such apartment as a private dwelling for himself or herself and his or her immediate family, and for no other purpose including business purposes. Therefore the leasing of apartments to others as a regular practice for business, speculative investment or other similar purposes is not permitted. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to an owner to lease his or her apartment one time to a specified lessee for a period of time to be determined by the Board of Directors, in its sole discretionary interest, not less than six (6) consecutive months, and no unit may be leased more than once in a twelve (12) month period.

II. Amendment to Article XIII of the Association's Declaration of Covenants, Conditions and Restrictions:

Use and Occupancy

In no event may any apartment owner lease or rent his or her apartment, ~~more than once per year.~~

~~f. Leasing Cap~~

~~No more than six (6) units shall be rented at any given time. The aforementioned provision shall not apply to units owned or acquired by the Association. However, upon the transfer of title to a unit in any manner, the new owner of the unit shall be subject to the provisions of this Paragraph. This amendment shall be effective upon recording. Notwithstanding the foregoing, all owners of units, whether owners at the time of the recording of this amendment or otherwise, shall be subject to all other provisions of this Article with respect to leasing.~~

~~In the event that any unit is subject to this cap on leases, requests for approval of leases shall be processed as follows:~~

~~(A) All owners subject to this cap on leases who desire to lease their unit (whether presently or prospectively in the future), which lot are not currently subject to a lease, shall submit their names to the board president in writing to be placed on a lease priority list. The president shall document the date and time the owner's request to rent has been received. After the initial lease priority has been established, all owners requesting to be added to the list shall be added to the bottom of the list in the order that such request is received.~~

~~(B) — Renewals of existing leases shall have priority over new leases. In the event that any existing lease, which lease has not yet expired pursuant to the terms of the lease, is up for renewal, the owner and tenant must make application to the Association for approval of such renewal at least thirty (30) days prior to the renewal. If the renewal is approved, the tenant shall be allowed to remain in the Lot for another lease term. If the application is submitted fewer than thirty (30) days prior to the renewal date, the renewal shall be rejected, and, in order to lease his or her unit (whether to the same or different tenants) the owner shall be required to request that his or her name be placed on the lease priority list at which time leasing of the unit shall be governed as if the unit is to be newly leased. If a timely application for renewal is rejected for cause (for example, because the tenant has violated the Association's governing documents), the owner shall similarly be required to request that his or her name be placed on the lease priority list in order to re-lease the unit.~~

~~(C) — In the event that an existing lease expires, is not renewed, or is rejected by the Board, and if such expiration or rejection causes the number of leased units to drop below six (6) units, the Board President shall contact each person on the lease priority list in writing to determine if that person would like to submit a lease of their unit for consideration by the Board of Directors. If any owner is not reachable or does not respond to the President's inquiry within forty eight (48) hours, then the President shall contact the next person on the lease priority list. Owners desirous of leasing their unit must provide an email address to the Association as the means of communication for the purpose of leasing under this amendment. Any owner declining the opportunity to submit a lease for approval shall retain his or her position on the lease priority. In the event that any owner accepts the opportunity to submit a lease for approval (which acceptance must be provided to the President in writing within forty eight (48) hours of receiving the initial inquiry), that owner shall be given twenty one (21) days to provide the Association with a valid lease and a properly completed lease application for approval. If the lease is rejected, the owner submitting said lease shall be placed at the bottom of the lease priority list, and the President shall contact the next owner on the lease priority list to determine if that owner would like to submit a lease for consideration at which point the process will continue as described above until a lease is approved by the Board. The Association is under no obligation to maintain a minimum number of leased units.~~

~~(D) — The Board President reserves the right to delegate maintenance of the lease priority list to another board member, the Association's property manager, Association's attorney, or similar entity or person. It is the owner's responsibility requesting permission to lease his or her unit to contact such appropriate party for lease permission and/or obtain a position on the lease priority list.~~

~~II. — One Year Waiting Limit on Leases~~

~~No owner shall be permitted to lease his/her/its unit unless and until he/she/it has continuously owned the unit for a period not less than one (1) year. The date and time of public records recording of the unit deed, or other lawfully recognized method of transferring real property title in Florida, in the Official Records of Palm Beach County, Florida shall govern computation of time for purposes of this provision.~~

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