

~~—~~ Rod Tennyson ✓
Address: 1801 Australian Ave
South Ste 101
W. P.B., FL 33409

MAY-16-1995 3:43 PM 95-154502
ORB 8749 Pg 28
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Property Appraisers Parcel Identification (Folio) Number(s):

Amendment
to the
Declaration of Condominium
of
COVENTRY A CONDOMINIUM
As Recorded in Official Record Book 1755, Page 1247
Amended in ORB 6365, Page 566 ; ORB 6852 Page 110
Public Records of Palm Beach County

As used herein (unless substantially reworded) the following shall apply:

- A. Words in the text which are ~~lined through~~ with hyphens indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis (. . .) appears in the text this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

1. Article XI of the Declaration is amended as follows:

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. Any attempt to sell, rent or lease said unit without 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.

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 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 (s) to whom the proposed sale, lease or transfer is to be made, two three Bank references and three 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-ten-(10) thirty (30) 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 writteh notice to be delivered to the unit owner's unit (or mailed to the place designated by the**

unit owner in his notice), designate the Association, or the Association may designate one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors of, the Association, who are willing to purchase, lease or rent, upon the same terms as those specified in the unit owner's 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 to the unit owner. However, the Association shall not unreasonably withhold its consent to any prospective sale, rental or lease.

The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors, within which to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s), or failure of such person(s) to make such offer within the said fourteen (14) day period or, 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 prospective 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 subject to the same limitations as are applicable to the leasing or renting the unit prohibited. The Association or Management Firm, shall have the right to require that a substantially uniform form of Lease or Sub-Lease be used, or in the alternative, the Board of Directors' approval of the Lease or Sub-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 may must designate the occupants of the unit as it desires, and for such period of time as it desires, without in compliance with the provisions of Section A of this Article XI. The foregoing shall not be deemed an assignment or sub-leasing of a unit, and shall be deemed to be in compliance with the provisions of the first paragraph of Article XIII of this Declaration.

~~No lease of any unit shall be less than four (4) months and no unit may be leased more than once in a one (1) year period.~~

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~~ during the ownership of the apartment, to a specified lessee.

The provisions of this Amendment shall not apply to leases already reviewed and approved by the Association as of the effective date of this Amendment. However, this Amendment shall apply at the expiration of any such existing leases.

WE HEREBY CERTIFY that this amendment has been approved by not less than 51% vote of the Board of Directors and by not less than 75% vote of the total members of the Association, present and voting in person or by limited proxy, at a duly notice Meeting held on May 1, 1995, at which a proper quorum was present.

COVENTRY A CONDOMINIUM ASSOCIATION

By: Russell M. Stokes
President

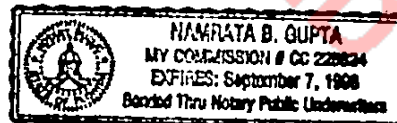
Attest: Cecil Imberman
Secretary

The foregoing instrument was acknowledged before me this 2ND day of MAY, 1995 by RUSSELL M. STOKES, as President, and CECIL IMBERMAN, as Secretary, of COVENTRY A CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation. They (PLEASE CHECK ONE OF THE FOLLOWING) ☐ are personally known to me or ☒ have produced CENTURY VILLAGE I.D. (TYPE OF IDENTIFICATION) as identification and (PLEASE CHECK ONE OF THE FOLLOWING) ☐ did or ☒ did not take an oath.

Namrata Gupta

Notary Public

Sept' 7 '96 (Print Name)
My Commission Expires:



Prepared By:
Rod Tennyson, Esq.
1801 Australian Ave. So. Suite 101
West Palm Beach, FL 33409