

RETURN TO:  
HANNAH VINE  
12 Salisbury A  
CENTURY VILLAGE  
WEST PALM BEACH, FL 33417

CFN 20100192626  
OR BK 23863 PG 1660  
RECORDED 05/25/2010 09:37:00  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1660 - 1663; (4pgs)

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF SALISBURY A CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Salisbury A Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 1714, at Page 1323; and

WHEREAS, at a duly called and noticed meeting of the membership of Salisbury A <sup>1 PM</sup> Condominium Association, Inc., a Florida not-for-profit corporation, held on ~~03-14~~ 2010, the aforementioned Declaration of Condominium were amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration are a true and correct copy the the amendments as amended by the membership.

**AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OF  
SALISBURY A CONDOMINIUM**

(Additions shown by "underlining", deletions shown by "strikeout", unaffected text indicated by "...")

**Article VI of of Declaration, "COMMON EXPENSE AND COMMON SURPLUS", is hereby amended as follows: . . .**

Common expenses shall also include reasonable transportation services, insurance for officers and directors, road maintenance and operation expenses, ambulance, cable television, and security services which are reasonably related to the general benefit of the unit owners ~~even~~ when such services and expenses are not attached to or part of the common elements of the Condominium. ...

**Article XI of the Declaration, "PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS", is hereby amended as follows:**

**B. MORTGAGE AND OTHER ALIENATION OF UNITS**

1. A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association or Management Firm, except for a first mortgage to an Institutional Mortgagee, as hereinbefore defined. The approval of any other mortgagee may be conditioned upon the mortgage holder subordinating the mortgage behind the Association's lien rights for unpaid assessments or upon conditions determined by the Board of Directors of the Association or Management Firm, and said approval, if granted, shall be in recordable form, executed by two Officers of the Association or Management Firm.

2. ~~No~~ After judicial sale of a unit, ~~nor or~~ any interest therein, through foreclosure or any other judicial

~~process, shall be valid unless: (a) The sale is to a and purchaser 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. or, (b) The sale is a result of public sale with open biddings.~~

...

6. Special Provision re Sale, Leasing, Mortgaging, or Other Alienation by certain Mortgagees and Developer, and the Management firm:

(a) An Institutional First Mortgagee 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, ~~shall have the unqualified right to~~ may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel, ~~or occupy said parcel without prior offer to the Board of Directors or Management Firm, and without the prior written approval of the said Board of Directors or Management Firm.~~ The provisions of Section A. and B., No. 1-5, of this Article XI, ~~shall be inapplicable~~ apply to such Institutional First Mortgagee, or the Management Firm, and without the prior written approval of the said Board of Directors or Management Firm, or the Lessor under the Long-Term Lease, or acquirer of title, as aforescribed in this paragraph.

(b) and (c) Deleted in their Entirety.

**Article XIII of the Declaration, "USE AND OCCUPANCY" is hereby amended as follows:**

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 who may visit for 30 days per year, unless an undue hardship is approved by the Board for a longer period, and for no other purpose. Only the owner's family and social guests may occupy the unit in the owner's absence, with prior approval of the Board of Directors.

WITNESS my signature hereto this 20 day of MAY, <sup>2010</sup>~~2009~~, at Palm Beach County, Florida.

Salisbury A Condominium Association, Inc.

Natalie Hauptman

Witness

Natalie Hauptman

(PRINT NAME)

Sonia Goldberg

Witness

SONIA GOLDBERG

(PRINT NAME)

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

By: Kenneth D. Appel, President

Attest: Willard H. Pulsifer V.P.  
(Title)

<sup>2010</sup>~~2009~~ The foregoing instrument was acknowledged before me this 20 day of MAY, ~~2009~~, by Kenneth D. Appel, as President, and Willard H. Pulsifer, as Vice Pres (Title), of Salisbury A Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are Personally Known ☒ or have Produced Identification ☐.

Type of Identification Produced: \_\_\_\_\_

Mary E. Patrick, (Signature)

MARY E. PATRICK, (Print)

Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA  
Mary E. Patrick  
Commission #DD564033  
Expires: JULY 08, 2010  
BONDED THRU ATLANTIC BONDING CO., INC.  
(SEAL)

## PROOF OF NOTICE AFFIDAVIT

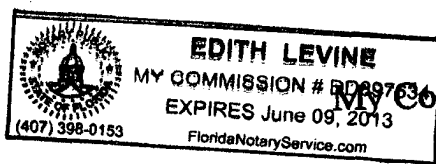
STATE OF FLORIDA :  
COUNTY OF PALM BEACH:

The undersigned Secretary of the Association, being first duly sworn, deposes and says that the notice of the special membership meeting was mailed or hand delivered to each unit owner at the address last furnished to the Association in accordance with the requirements of Section 718.112(2)(d) Paragraph 2, F.S., at least fourteen days prior to the special meeting.

Dated this 14 day of May, 2010.

By: Hannah Vire  
Secretary

The foregoing Affidavit was acknowledged before me on this 14 day of May, 2010, by HANNAH VIRE the Secretary of Salisbury A Condominium Association, Inc.



(SEAL)

Edith Levine  
Notary Public