

Return to: (enclose self-addressed stamped envelope)

Name

Address:

MAR-13-1996 4:01PM 96-085236
ORE 9164 Pg 524
1

Property Appraisers Parcel Identification (Folio) Number(s):

B 1703
P 1082

Amendment
to the
Declaration of Condominium
of
Salisbury C Condominium Association

Assessments

The Association whose name appears at the end of this instrument, through its Board of Directors, has delegated to the Management Firm the power of said Association to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property, and such other sums as are specifically provided for in this Declaration and the By-Laws, ~~and Exhibits attached hereto~~, for such period of time as provided for in the Management Agreement, and thereafter, the said Association, through its Board of Directors, shall have such powers. The portion of the common expenses under the Long-Term Lease shall be fixed and determined by the Lessor, as provided under said Long-Term Lease. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and this Declaration and Exhibits attached thereto.

The common expenses shall be assessed against each Condominium parcel owner, as provided for in Article VI of this Declaration. Assessments and installments that are unpaid for over ten (10) days after due date, shall bear interest at the rate of eighteen percent (18%) per annum from due date until paid, and at the sole discretion of the Management Firm and/or the Board of Directors, a late charge of \$25.00 shall be due and payable in addition thereto.

The Association and the Management Firm, as long as the Management Agreement remains in effect, shall have a lien on such Condominium parcel for unpaid assessments, together with interest thereon, against the unit owner of such Condominium parcel, together with a lien on all tangible personal property located within said unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association and Management Firm incident to the collection of such assessment or the enforcement of such lien, together with all sums advanced and paid by the Association or the Management Firm for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association or Management Firm, in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a unit owner in payment of his obligation under the Long-Term Lease and Management Agreement. The Management Firm, as long as the Management Agreement remains in effect, and the Board of Directors, may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same, if deemed in their best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Management Firm, as long as the Management Agreement remains in effect, and the Association, shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium parcel, and the Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

The owner of a unit shall occupy and use his apartment unit as a single family dwelling, for himself and the adult members of his family, and his social guests, and for no other purpose. No person under the age of fifty-five (55) years of age shall be permitted to reside in any of the units or rooms thereof in this condominium, except that children under the age of fifteen (15) may be permitted to visit and temporarily reside for reasonable periods in any calendar year.

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.

All prospective owners, lessors, 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.

I Hereby Certify that the above amendment does not affect the interests of the lessor of the long-term recreational lease and was approved by in excess of seventy-five percent (75%) vote of the total eligible vote of the Association at the membership meeting held on February 18th, 1996.

Salisbury C Condominium Association

By:

President

Attest:

Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

Before Me, the undersigned authority, this 27 day of 2 1996, personally appeared PHYLLIS DEFEY and Sam Bartel to me known to be the President and Secretary respectively of Salisbury C Condominium Association, who being by me first duly cautioned and sworn upon oath, have acknowledged before me that they have executed this instrument as such President and Secretary, and that said instrument is the free act and deed of said ASSOCIATION.

Notary Public

State of Florida at Large

My Commission Expires



This Instrument Prepared By:

Red Tennyson, ESQ.

ORB 9164 Pg 525
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Phyllis DeFe
27 February 1996
01:00 PM

RED COPY