

This Instrument prepared by:  
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Law Offices of Stabler & Baldwin  
5405 Okeechobee Blvd., Ste. 202  
West Palm Beach, FL 33417

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR  
SALISBURY H CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 1724 at Page 601; and

WHEREAS, at a duly called and noticed meeting of the membership of Salisbury H Condominium Association, Inc., a Florida not-for-profit corporation, the aforementioned Declaration was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration of Condominium for Salisbury H Condominium Association, Inc. are a true and correct copy of the amendment as approved by the membership:

(ATTACHED HERETO)

WITNESS our signatures hereto this 17 day of MARCH, 2021, at West Palm Beach, Palm Beach County, Florida

Witnesses as to  
President and Vice President

SALISBURY H CONDOMINIUM ASSOCIATION,  
INC.

Leonard Thompson

By: Pat Gluszak

Witness

President: Pat Gluszak

Mary A. Hinkelstein

By:

Vice President: Paco Pieras

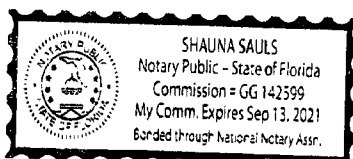
Francisco J. Pieras  
(Paco)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17 day of March, 2021, by Pat Gluszak, as President for Salisbury H Condominium Association, Inc., a Florida not-for-profit corporation, who is personally known to me or has produced \_\_\_\_\_ as identification and Paco Pieras, as Vice President for Salisbury H Condominium Association, Inc., a Florida not-for-profit corporation who is personally known to me or has produced \_\_\_\_\_ as identification

(Seal)

[Signature]  
Signature of Notary Public



**AMENDMENT TO ARTICLE XI OF THE DECLARATION OF CONDOMINIUM FOR  
SALISBURY H CONDOMINIUM ASSOCIATION**

**A. SALE ~~OR RENTAL~~ OF UNITS – Association to Have First Right of Refusal**

A unit or any portion thereof may not be rented or leased at any time. The restriction on renting or leasing a unit as provided herein shall not apply to an Institutional First Mortgage holder, the Lessor under the Long-Term Lease, or the Association should they acquire title to a unit through foreclosure or by deed in lieu of foreclosure.

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 executed ~~lease or purchase~~ agreement and 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, 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), 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~~.

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 the 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 the Article XI.~~

#### 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 Officers of the Association or Management Firm.

2. No judicial sale of a unit, nor any interest therein, shall be valid unless:

(a) The sale is to a purchaser 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 a public sale with open bidding.

3. Any sale or mortgage which is not authorized pursuant to the terms of the Declaration, shall be void, unless subsequently approved by the Board of Directors of the Association or Management Firm, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

4. The foregoing provisions of this Article XI shall not apply to transfers by a unit owner to any member of his immediate family (viz, spouse, children or parents.)

The phrase "sell, rent, or lease", in addition to its general definition, shall be defined as including the transferring of a unit owner's interest by gift, devise or involuntary or judicial sale.

In the event a unit owner dies and his unit is conveyed or bequeathed to some person other than his spouse, children, or parents, or if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium unit, or if, under the laws of descent and distribution of the State of Florida, the Condominium unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors of the Association or Management Firm may within thirty (30) days of proper evidence or rightful designation served upon the President or any other Officer of the Association or Management Firm, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium parcel.

If the Board of directors of the Association or Management Firm shall consent, ownership of the Condominium parcel may be transferred in the person or persons so designated, who shall, thereupon, become the owner(s) of the condominium parcel, subject to the provisions of the enabling Declaration and the Exhibits attached hereto.

If, however, the Board of Directors of the Association or Management Firm shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash the said Condominium parcel, at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium parcel, the same shall be determined by an Appraiser appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, upon ten (10) days' notice, on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such Condominium parcel. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium parcel: or, such person or persons, or the legal representative of the Deceased owner may sell the said Condominium parcel, and such sale shall be subject in all other respects to the provisions of this Enabling Declaration and Exhibits attached hereto.

5. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, or rented said interest as provided herein. Every purchaser, tenant or lessee, shall take subject to this Declaration, the By-Laws of the Association, the Long-Term Lease and the Management Agreement, as well as the provisions of the Condominium Act.

6. Special Provisions re Sale, Leasing, Mortgaging or Other Alienation by certain Mortgagees, the Association and the Management Firm:

(a) An Institutional First Mortgage holding a mortgage on a Condominium parcel, or the Lessor under the Long-Term Lease, or the Association 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 sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel, without prior offer to the Board of Directors of the Association or management Firm, and without the prior 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 to such Institutional First Mortgagee, the Association or the Lessor under the Long-Term Lease, or acquirer of title, as aforescribed in this paragraph.~~

(b) Any party who shall become the acquirer of title at a foreclosure sale, excluding an Institutional First Mortgage holder, the Lessor under the Long-Term Lease, or the Association, shall be prohibited from renting or leasing any unit or portion of a unit.