

RETURN TO: Herb Kaufman
94 Stratford G
CENTURY VILLAGE
WEST PALM BEACH, FL 33417

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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
STRATFORD "G" CONDOMINIUM APARTMENTS AT CENTURY VILLAGE
AND THE BYLAWS OF STRATFORD "G" CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium for Stratford "G" Condominium Apartments at Century Village has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 1831, at Page 1848; and

WHEREAS, the Bylaws for STRATFORD "G" Condominium Association, Inc. are attached as an Exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of STRATFORD "G" CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, held on December 20th, 2009, the aforementioned Declaration of Condominium and Bylaws were amended pursuant to the provisions of said Declaration and Bylaws.

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

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
STRATFORD "G" CONDOMINIUM APARTMENTS AT CENTURY VILLAGE**

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

Article I of the Declaration, "Submission Statement", is hereby amended as follows:

B. Association means ~~an unincorporated Association~~ STRATFORD "G" CONDOMINIUM ASSOCIATION, INC., whose name appears at the end of this Declaration of Condominium a Florida corporation not for profit, being the entity responsible for the operation of the Condominium.

G. Condominium Act means and refers to the Condominium Act of the State of Florida (~~F.S. 711 Et Seq~~) Ch. 718 as the same may be amended from time to time.

S. Unless the context otherwise requires, all other terms in this Declaration shall be assumed to have the meaning attributed to said term by ~~Section 3 of~~ the Condominium Act. Ch. 718.103 F.S.

U. Management Agreement means and refers to ~~that certain Agreement attached to this Declaration and made a part hereof~~ any agreement pursuant to Section 718.3025 F.S., which provides for the management of the Condominium property.

V. Management Firm means and refers to ~~VILLAGE MANAGEMENT, INC., a Florida Corporation, its successors and assigns, said Firm~~ any firm licensed under Part VIII, Chapter 468 F.S. being responsible for the Condominium property, as provided in ~~the Agreement attached to this Declaration and referred to in Paragraph U. above~~ Section 718.3025 F.S. Use of the term "Management Firm or Association" or similar phrases shall mean the Management Firm's action if a Management Agreement is in effect and shall mean the Association action if no Management Agreement is in effect.

...

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

ownership interest in or to a unit. To avoid undue hardship and practical difficulties the Board upon application and review may grant exceptions, on a temporary basis, to permit the ownership of up to two (2) units in the Condominium.

...

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.

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 while he is residing, who may visit for 30 days per year, and for no other purpose. Only the owner's immediate family may occupy the unit in the owner's absence, with prior approval of the Board of Directors.

In no event may more than three (3) persons permanently occupy a one-bedroom unit, and no more than four (4) persons may permanently occupy a two-bedroom unit.

Article XIV, "MAINTENANCE AND ALTERATIONS" is hereby amended as follows:

B. There shall be no alterations or additions to the common elements or limited common elements of this condominium, where the cost thereof is in excess of ten percent (10%) of the annual budget of this Condominium for common expenses, as to this Condominium, and this Condominium's share of the common expenses as to the recreational facilities under the Long-Term Lease hereinafter referred to, except as authorized by the Board of Directors and approved by not less than seventy-five percent (75%) sixty-six and two-thirds percent (66-2/3%) of the unit owners of this Condominium; provided, the aforesaid alterations and additions do not prejudice the right of any unit owner unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alterations or additions, as aforescribed – i.e., as to the common elements or limited common elements of the Condominium are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations and additions shall be assessed against and collected solely from the unit owner(s) exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owner requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and approved by not less than seventy-five percent (75%) sixty-six and two-thirds percent (66-2/3%) of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten (10) or less, the approval of all but one shall be required.

...

AMENDMENTS TO THE BYLAWS
OF
STRATFORD "G" CONDOMINIUM ASSOCIATION, INC.

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

Article I of the Bylaws, "IDENTITY", is hereby amended as follows:

...

The Association ~~whose name appears at the end of this instrument is an unincorporated Association,~~ shall be STRATFORD "G" CONDOMINIUM ASSOCIATION, INC. which is organized and existing pursuant to ~~Florida statute 711.121 Et. Seq.,~~ Chapters 617 and 718, Florida Statutes, for the purpose of administering the aforesaid Condominium.

...

Article II of the Bylaws, "MEMBERSHIP AND VOTING PROVISIONS", is hereby amended as follows:

expenses are not attached to or part of the common elements of the Condominium.

The preamble to Article IX of the Declaration of Condominium, "OPERATING ENTITY", is substantially reworded as follows (see Article IX, preamble, for present text):

"The operating entity of the Condominium shall be STRATFORD "G" CONDOMINIUM ASSOCIATION AT CENTURY VILLAGE, INC., pursuant to Chapters 617 and 718, Florida Statutes, which shall be organized and fulfill its functions pursuant to the following provisions: . . ."

Article IX, Section F, of the Declaration of Condominium is hereby repealed. (This entire section is deleted and repealed; (see Article IX, Section F, for present text.)

Article X of the Declaration, "ASSESSMENTS", is hereby amended as follows:

The Association whose name appears at the end of this instrument, through its Board of Directors, ~~has delegated~~ may delegate to the a Management Firm certain powers 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 adequate to provide for the common expenses of the Condominium property, and other such sums as are specifically provided for in this Declaration and the By-Laws, and Exhibits attached hereto, for such period of time as provided 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 for all such assessments shall be 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 the Declaration. Assessments and installments that are unpaid for over ten (10) days after due date, shall bear interest at the rate of ~~ten percent (10%)~~ 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.~~

...

Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Condominium unit, obtains title to a Condominium parcel as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgage of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, ~~its successors and assigns, shall not be liable for the share of common expenses or assessments by the Management Firm or the Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of foreclosure or the acceptance of such Deed in lieu of foreclosure.~~ Provided, however, if a mortgage is recorded on or after April 1, 1992 then a first mortgagee shall be responsible for up to six (6) months of assessments as provided in the Condominium Act. Such share of common expenses or assessments ~~shall be~~ deemed to be common expenses collectible from all unit owners, including such acquirer, his successors and assigns.

...

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 VIII of this Declaration.~~

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

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

...

In no event may any person or entity (except for the Association acquiring a unit in any manner, or an institutional mortgagee acquiring a unit through foreclosure or deed in lieu of foreclosure) own or have any ownership interest (legal or equitable) in more than one (1) unit in the Condominium, including, without limitation, individually, jointly or as a partner, officer, director, shareholder, trustee, beneficiary or employee of any partnership, corporation, company, trust or any type of entity owning any

...

Section 1. Any application for the transfer of membership, or for a conveyance in the interest in, or to encumber or lease a condominium parcel where the approval of the Board of Directors of the Association is required as set forth in these Bylaws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in the amount to be set ~~by the Management Firm, as long as a Management Agreement remains in effect, and thereafter~~ by the Board of Directors to cover the cost of contacting the references given by the applicant, and other such costs of investigation that may be incurred, not to exceed \$100.00 per family or entity. Provided, however, no fee shall be charged for the renewal of a lease. ...

Article IV of the Bylaws, "DIRECTORS" is hereby amended as follows:

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of ~~such number of persons as equal the condominium units the Condominium created by virtue of the Declaration of Condominium to which these By-Laws are attached. It is the general intention of the Association to have as a Director a unit owner from each unit. All Directors shall be members of the Association, provided however, that until one of the events in Article III, Section 6 of these By-Laws first occurs, all Directors shall be designated by the Developer and need not be members. All Officers of a Corporate unit owner shall be deemed to be members of the Association so as to qualify as a Director herein.~~ Five (5) persons as provided in the Articles of Incorporation if applicable. The term of each Director's service shall extend until the next annual meeting of the members and, thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. ~~The first Board of Directors may be three (3) in number, not withstanding the proviso herein before set forth.~~ Notwithstanding any other provision contained in these Bylaws, as amended, or in the Declaration of Condominium, as amended, all Directors shall be members of the Association.

...

Section 5. "Disqualification and Resignation of Directors", is hereby amended as follows:

...

No member shall continue to serve on the Board should he be more than ~~thirty (30)~~ ninety (90) days delinquent in the payment of an assessment and said delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors.

Article X of the Bylaws, "AMENDMENTS TO THE BY-LAWS", is hereby amended as follows:

The By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided: ...

- (1) Notice of all meetings shall contain a statement of the proposed Amendment.
- (2) The Amendment shall be approved by the affirmative vote of the voting members casting not less than ~~three-fourths (¾)~~ fifty-one percent (51%) of those present in person or by proxy (provided a quorum is present) of the total votes of the unit owners; and ...

WITNESS my signature hereto this 1 day of Dec., 2009, at Palm Beach County, Florida.

STRATFORD "G" CONDOMINIUM ASSOCIATION, INC.

Rae Spitalnic

Witness

Rae Spitalnic

(PRINT NAME)

By: Robert K. [Signature], President

Attest: Terrie [Signature] - Secy.

(Title)

BEVERLY LYNE

Witness

Beverly Lyne

(PRINT NAME)

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 1 day of November, 2009, by Herbert Kaufman, as President, and Nettie Granitz, as Sec (Title), of STRATFORD "G" CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are Personally Known or have Produced Identification CV-ID

Type of Identification Produced: CV-ID.

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.

NOT A CERTIFIED COPY