

RETURN TO:

STRATFORD "J"
CENTURY VILLAGE
WEST PALM BEACH, FL 33417

CFN 20100039954
OR BK 23670 PG 1256
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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
STRATFORD "J" CONDOMINIUM APARTMENTS AT CENTURY VILLAGE
AND THE BYLAWS OF THE STRATFORD "J" CONDOMINIUM ASSOCIATION AT
CENTURY VILLAGE, INC.**

WHEREAS, the Declaration of Condominium for STRATFORD "J" CONDOMINIUM APARTMENTS AT CENTURY VILLAGE has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book, 1841 at Page 664; and

WHEREAS, the Bylaws for THE STRATFORD "J" CONDOMINIUM ASSOCIATION AT CENTURY VILLAGE, INC. are attached as an Exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of THE STRATFORD "J" CONDOMINIUM ASSOCIATION AT CENTURY VILLAGE, INC., a Florida not-for-profit corporation, held on 1-31-, 2010, 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 "J" 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:

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 pf 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 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.

...

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.

...

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

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

...

The Board of Administration of the Association, ~~within ten (10)~~ thirty (30) days after receiving such notice and such supplemental information as is required by the Board of Directors, 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), 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 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 set forth in the notice from the Board of Directors to the unit owner. However, the Association shall not unreasonably withhold its consent to any prospective sale, rental or lease. If good cause exists for the Association to disapprove a proposed sale or lease, Association shall not be obligated to provide a substitute purchaser or lessee.

...

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 ownership interest in or to a unit.

...

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.

Provided, however, no lease of any unit shall be less than four (4) months and no unit may be leased more than once in a twelve (12) month period..

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.

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 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 THE STRATFORD "J" CONDOMINIUM ASSOCIATION AT CENTURY VILLAGE, INC.

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

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

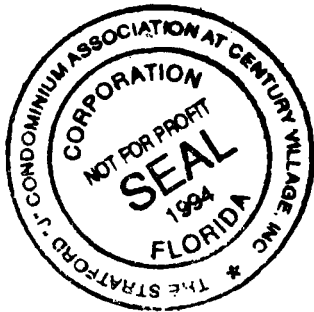
Section 1. **Number, Term and Qualifications.** The affairs of the Association shall be governed by a Board of Directors composed of ~~twenty-four (24)~~ five (5) persons. All Directors shall be members of the Association; ~~provided, however, that until one of the events in Article III., Section 6. 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 and only~~ the Voting Member assigned the voting rights for said unit shall qualify as a Director herein. 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, notwithstanding the proviso herein before set forth. . . .~~

Section 3. **Removal of Directors.** At any time after the first meeting of the membership, at a duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members, casting not less than ~~two-thirds (2/3)~~ a majority of the total membership votes ~~present at said meeting~~ and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of

Directors may fill the vacancy in the manner provided in Section 4. below. ...

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 (3/4)~~ 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 . . .



X Francesco Congi

Francesco Antonio Congi, President of
Stratford "J" @ Century Village
Condominium Apts.

NOTARY PUBLIC - STATE OF FLORIDA
Anne Posillico
Commission #DD633848
Expires: JAN. 28, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

STATE OF FLORIDA
COUNTY OF *Palm Beach*

The foregoing instrument was acknowledged
before me this 1st day of February 2010.

By: Posillico Notary Public

Affiant ☐ Is personally known

☒ Produced the following identification

valid FL ID card

Francesco Antonio Congi