

RETURN TO:
Phil Masley
248 Windsor K
CENTURY VILLAGE
WEST PALM BEACH, FL 33417

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OR BK 25587 PG 0913
RECORDED 11/13/2012 14:10:50
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0913 - 916; (4pgs)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF WINDSOR K CONDOMINIUM
AND BYLAWS FOR
WINDSOR K CONDOMINIUM ASSOCIATION, INC.
and Amended in
10/17/90, Book 6612, Page 1967**

WHEREAS, the Declaration of Condominium and Bylaws for Windsor K Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 2036, at Page 189; and

WHEREAS, the Bylaws for Windsor K Condominium are attached as an Exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Windsor K Condominium Association, Inc., a Florida not-for-profit corporation, held on 10/14, 2012, 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
WINDSOR K CONDOMINIUM**

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

ITEM 1. 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.

...

ITEM 2. Article VII of the Declaration, "METHOD of AMENDMENT DECLARATION", is hereby amended as follows:

This Declaration may be amended at any regular or special meeting of this condominium, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than ~~three-fourths (3/4ths)~~ two-thirds (2/3) of those present in person or by proxy provided a quorum is present. ...

ITEM 3. 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.

...

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.

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) T 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 ~~as~~ aforedescribed in this paragraph.

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

ITEM 4. 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 adult children may occupy the unit in the owner's absence, with prior written approval by the Board of Directors. . . .

No animals or pets of any kind shall be kept in any unit, or on any property of the Condominium, except specialty trained dogs for handicapped residents who are hearing or sight impaired, with the written consent and subject to the Rules and Regulations adopted for the keeping of said pets, by the Board of Directors; provided that they are not kept, bred or maintained for any commercial purposes, and further provided that such house pets causing or creating a nuisance or unreasonable disturbance, shall be permanently removed from the property subject to these restrictions, upon three (3) days written notice from the Board of Directors of the Association.

AMENDMENT TO THE BYLAWS
OF
WINDSOR K CONDOMINIUM ASSOCIATION, INC.

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

ITEM 5. Article II of the Bylaws, "Membership and Voting Provisions", is amended as follows:

...

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.

ITEM 6. 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 five (5) persons or 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. 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. ...

ITEM 7. Article X of the Bylaws, "AMENDMENTS TO THE BY-LAWS", is hereby amended as follows:

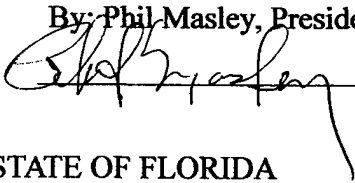
The By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided: ...

- (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)~~ (2/3) two-thirds of those present in person or by proxy (provided a quorum is present); and ...

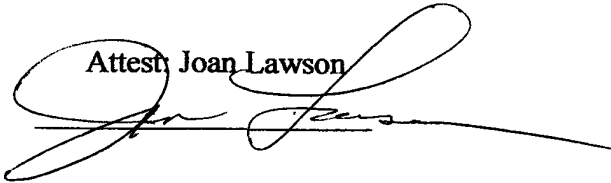
WITNESS my signature hereto this 9 day of NOV, 2012, at Palm Beach County, Florida.

Windsor K Condominium Association, Inc.

By: Phil Masley, President



Attest: Joan Lawson



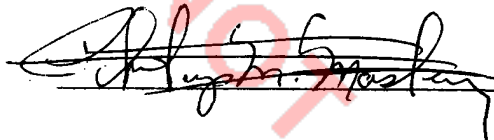
STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 9 day of NOV, 2012, by Phil Masley, as President, and Joan Lawson, as Secretary of Windsor K 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: DENVER LICENSE

Barbara J Libbey



, (Signature)

BARBARA J LIBBEY

, (Print)

Notary Public, State of Florida at Large

My Commission Expires:

(SEAL)

