

This instrument prepared by:
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**CERTIFICATE OF AMENDMENT
TO THE DORCHESTER H. CONDOMINIUM ASSOCIATION
DECLARATION OF COVENANTS AND RESTRICTIONS
&
BYLAWS**

I HEREBY CERTIFY that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the Declaration of Covenants and Restrictions and the Bylaws for Dorchester H. Condominium Association. The original Declaration of Covenants and Restriction is recorded in Palm Beach County, Official Records Book 1980, at Page 659.

DATED this 24th day of July, 2017.

WITNESSES:

[Signature]
Karlene A. Barbato

DORCHESTER H.

By: [Signature]
Peggy Lutz, President

Attest: [Signature]
Corey Riojac, Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH COUNTY)

The foregoing instrument was acknowledged before me this 24th day of July, 2017, by PEGGY LUTZ as President of Dorchester H. Condominium Association, Inc. respectively, freely and voluntarily under authority duly vested in her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. She is personally known to me or has produced _____ as identification and who did take an oath.

Rose Bass
NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 1/10/20

**AMENDMENTS TO THE DORCHESTER H CONDOMINIUM ASSOCIATION
DECLARATION OF COVENANTS AND RESTRICTIONS
&
DORCHESTER H CONDOMINIUM ASSOCIATION BYLAWS**

Articles XI of the Dorchester H Declaration is deleted in its entirety and replaced with the following:

**XI.
PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR
MORTGAGING OF CONDOMINIUM UNITS**

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

No unit shall be leased for a period of twenty-four (24) months after an owner acquires title to a unit. Thereafter, if a unit owner wishes to sell, rent or lease his unit, the unit owner shall apply to the Association for approval to sell or lease a unit. The application shall provide the name(s) and address of the person(s) to whom the proposed sale, lease or transfer is to be made, a copy of the proposed contract for sale or lease or transfer of the unit, two bank references and three individual references of persons not related to the applicant(s) and Federal Income Tax Returns for three years immediately preceding the year of the application, 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. Applicant (s) must consent to a criminal and financial investigation as a condition of being an applicant. Any attempt to sell, rent or lease said unit without prior written approval from 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.

The Board of Directors of the Association, within thirty (30) days after receiving such application and such supplemental information as is required by the Board of Directors, shall either approve or disapprove the transaction specified in said application, by written notice to be delivered to the unit owners (or mailed to the last known address of the unit owner) from the Board of Directors. The Association shall not unreasonably withhold its approval of any prospective sale, rental or lease. Rentals by unit owners complying with the first paragraph of this Article XI of the Declaration will be permitted on an annual basis only, one (1) rental for a complete year.

EXHIBIT "1"

The approval of a sale, lease or transfer of a unit by the Board of Directors of the Association shall be in recordable form, signed by two Officers of the Association, 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 shall, 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 as herein set forth.

The sub-leasing or sub-renting of a unit owner's unit is strictly prohibited. The Association 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 may designate a person or a single family to occupy the unit. 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 XIII of this Declaration.

B. LIMITATION ON NUMBER OF OWNED UNITS

1. No person or entity shall purchase, acquire or own more than two (2) units at any point in time. Multiple entities (i.e. corporations, LLC's and partnerships) having the same principals, managers, officers etc. shall be deemed a single entity for purposes of enforcement of this Paragraph B.

C. 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, except to an institutional mortgagee, as herein before defined. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association, and said approval, if granted, shall be in recordable form executed by two Officers of the Association.

2. After judicial sale of a unit, or any interest therein, through foreclosure or other judicial process the sale and purchaser shall be approved by the Association, which approval shall be in recordable form, executed by two Officers of the Association, and delivered to the purchaser.

3. Any sale, mortgage or lease, which is not authorized pursuant to the terms of this Article XI, shall be void, unless subsequently approved by the Board of Directors of the Association, 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 may within thirty (30) days of proper evidence or rightful designation served upon the President or any other Officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of said devisee or descendent, 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 shall consent, ownership of the Condominium parcel may be transferred to 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 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 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 and Developer:-

(a) An Institutional First Mortgagee holding a mortgage on a Condominium parcel, upon becoming the owner of a Condominium parcel through foreclosure, or by Deed in Lieu of Foreclosure, or whomever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, without the prior written approval of the Board of Directors which approval shall not be unreasonably withheld or delayed. . The provision of this Article XI shall apply to such Institutional First Mortgagee, or acquirer of title, as afore-described in this paragraph.

Article XIII of the Dorchester H. Condominium Association Declaration of Covenants and Restrictions is amended to read as follows:

XIII.

USE AND OCCUPANCY

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. The number of adult occupants for a one (1) bedroom unit shall not exceed two individuals. The number of adult occupants of a two (2) bedroom unit shall not exceed four (4) persons. Adult social guests are permitted while the owner is in residence, , who may visit for a maximum of 30 days per year, and for no other purpose, including business purposes. Guests who are related to the Owner by blood or marriage may occupy a unit as a guest for not more than fourteen (14) days during any period when the Owners(s) are absent. No other guests may occupy a unit in the Owner's absence. A unit owner shall be responsible for the actions of his guests. Therefore, the leasing of units to others as a regular practice for business, speculative, investment or other similar purposes is not permitted. 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. No children under eighteen (18) years of age shall be permitted to reside in any of the units or rooms thereof in this Condominium, except that children may be permitted to visit for reasonable periods, not in excess of 30 days, in any calendar year. Rentals by unit owners complying with the provisions of the first paragraph of

Article XIII of this Declaration will be permitted on an annual or six-month seasonal basis. Renters cannot sublet condominiums or use them for business purposes.

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise, nor shall the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

No animals or pets of any kind shall be kept in any unit, or on any property of the Condominium, except with the written consent of and subject to the Rules and Regulations adopted 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.

To protect the health, safety and welfare of all residents and for the protection of Association property, each owner shall provide the Association with a key to provide access into an owner's unit only in the event of an emergency that creates an imminent threat of harm to persons or property.

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the buildings, nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their unit; nor shall they place any furniture or equipment outside their unit, except with the prior written consent by the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung anywhere except in such area as is designated by the Board of Directors. No laundry facilities or equipment shall be permitted in any unit, nor on the Condominium property. The Association shall have the right to install and operate coin operated laundry machines, including but not limited to washing machines, dryers, dry-cleaning machines and other machines of a similar nature on the condominium property.

No person shall use the common elements or any part thereof, or a Condominium unit, or the Condominium property and recreational facilities, or any part thereof in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto, as from time to time may be promulgated by the, as long as the Management Agreement remains in effect, and thereafter, by the Association. No person shall use the Century Village club recreational facilities in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto as from time to time may be promulgated by the Lessor under the Long-Term Lease.

The Initial Rules and Regulation are as set forth in the By-Laws of the Association, which are annexed hereto as "Exhibit No. 2", and same shall be deemed effective until amended, as provided in the By-Laws.

Articles IV, Section 1 of the Dorchester H. Bylaws is deleted in its entirety and replaced with the following:

IV.

Section 1. Number, Term and Qualifications. The Affairs of the Association shall be governed by a Board of Directors composed of not more than seven (7) persons. All directors shall be members of the Association. The term of each Director's service shall extend for one year after his election or until his successor is duly elected and qualified or until he is removed in the manner provided in Section 3 below.

END OF AMENDMENTS