

This instrument was prepared by
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**CERTIFICATE OF AMENDMENT TO THE
1999 UCO MODEL DOCUMENTS
CENTURY VILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM OF
KENT M CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Kent M Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2151** at Page **78**; and

WHEREAS, the **1999 UCO Model Documents Century Village, West Palm Beach for Kent M Condominium** have been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book **11019** at Page **755**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Kent M Condominium Association, Inc.**, a Florida not-for-profit corporation, held **October 8, 2019**, the aforementioned Amended Declaration of Condominium was amended pursuant to the provisions of said Amended Declaration of Condominium.

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

**AMENDMENTS TO THE
1999 UCO MODEL DOCUMENTS
CENTURY VILLAGE, WEST PALM BEACH
AMENDED DECLARATION OF CONDOMINIUM FOR
KENT M CONDOMINIUM**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

**ARTICLE 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.

1. In the event any unit owner wishes to sell, rent or lease his unit, the transfer must be submitted to the Association for prior written approval. The Association shall always 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 of 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.

2. The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant, or lessee:

(a) All sales of units except judicial sales conducted pursuant to a judgment of foreclosure held by an Institutional First Mortgagee encumbering a unit or public sales conducted by the Palm Beach County Tax Collector resulting from the failure to pay real property taxes.

(b) All transfers by lease.

(c) All transfers by gift.

(d) All transfers by devise or inheritance.

(e) Any other transfer of title to or possession of a Unit.

(f) All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by the Condominium Act.

(g) All transfers by lease may be conditioned upon the posting of a security deposit not to exceed the maximum amount permitted by the Condominium Act.

3. Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, the Letters of Administration issued to a deceased owner's Personal Representative in the event of a transfer by devise, a copy of the lease in the case of a lease, a copy of the trust documents in the case of a transfer through a trust, and a copy of any other

documentation pertaining to a proposed transfer and the proposed transferee(s) and all intended occupants as the Association may reasonably require, completed applications on forms prescribed by the Association and such other and further information about the intended transferees or occupants as the Association may reasonably require. The Association will conduct background investigations and screen all prospective purchasers, tenants, and occupants of a unit, with such screening being conducted by the Association, the United Civic Organization ("UCO"), or a third-party screening company hired by either the Association or UCO. Such background investigations will include, but are not limited to criminal, financial, employment, previous housing, and credit background checks. No additional occupants, other than those submitted for screening at the time the notice to the Association is provided pursuant to this section, will be approved for residency at the condominium operated by the Association until the sales transaction has closed. All additional occupants subsequent to the initial approval must also be submitted to the aforementioned screening process. 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 of 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.

4. 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 or reject 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), from the Board of Directors or Management Firm to the unit owner object to the sale, leasing or renting to the prospective purchaser, tenant or lessee transfer for good cause, which cause need not be set forth in the notice from the Board of Directors. However, the Association shall not unreasonably withhold its consent to any prospective sale, rental or lease transfer.

If good cause exists for the Association to disapprove a proposed sale, lease, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase, rent or lease the unit. Good cause shall be defined to include the following:

- (a) The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for

membership because of the restrictions on occupancy or ownership set forth in this Declaration; or

- (b) The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of, plead no contest to, or has been released from incarceration, probation or community control for:
- (i) a capital, first or second degree felony involving violence to persons within the past ten (10) years; or
 - (ii) a first or second degree felony involving illegal drugs within the past ten (10) years; or
 - (iii) any drug offense involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred;
 - (iv) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred;
- (c) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction, plea or release occurred or when that label occurred;
- (d) The person seeking approval is currently on probation or community control for a felony involving violence to another or damage to property;
- (e) For transfers by sale, the person seeking approval intends to purchase the Unit without paying at least twenty percent (20%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the Unit with a loan to value ratio (based upon the bona fide sale price) in excess of eighty percent (80%); the foregoing shall not apply to United States military personal (both active duty or veterans) obtaining loans through the United States Veterans Administrative or comparable organizations; or
- (f) The applicant takes possession of the Unit prior to approval by the Association as provided for herein; or

- (g) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this condominium or any other condominium or homeowners association as a lessee, guest, owner or occupant of a Unit; or
- (h) The unit is being purchased by an entity that is not permitted in violation of Article XIII, Section 6, of this Declaration; or
- (i) The prospective purchaser(s) already owns two (2) units at the Condominium and the transfer would violate Article XI, Section B.4, of this Declaration; or
- (j) The applicant fails to comply with the requirements of Article XI, Section A.3 hereof; or
- (k) The prospective transferees (or one of the prospective transferees, if there is more than one transferee) have:
 - (1) a history of financial problems or financial irresponsibility as demonstrated by:
 - (a) a bankruptcy, foreclosure or short sale within the seven (7) years prior to submitting the application to this Condominium; and/or
 - (b) one or more of the prospective transferees have, either individually or combined, a history of six (6) or more instances on his or her (or their combined) credit report(s) when creditors advised the credit bureau, in the twelve (12) months prior to the submission of their application to the Association, that the account was paid (30) days or more past the due date established for that account.

5. Mortgage Approval and Subordination. All liens against a Unit shall be subordinate and inferior to the Association's lien for Assessments, regardless of the date of recordation of the Association's claim of lien, except to the extent otherwise required by law. Any first mortgage or other liens which become first mortgages which involve an outstanding balance which exceeds eighty percent (80) of the fair market value of the Unit at the time the mortgage is recorded shall be subordinate and inferior to the Association's claim of lien to the extent the mortgage balance exceeds eighty percent (80%) of the fair market value of the Unit at the time of recordation of the mortgage. The foregoing applies only to Institutional Mortgagees. Mortgagees obtained

from private individuals or from non-Institutional Mortgagees are prohibited. The foregoing shall not apply to United States Military personnel (both active duty and veterans) who obtain loans for greater than eighty percent (80%) through the United States Veterans Administration or comparable program.

6. Compliance with Fair Housing Laws. There shall be no limitation upon sales, leases, or occupancy of any Unit based upon race, sex, color, religion, national origin, disability, sexual orientation, age (except for occupancy limitations as a Housing for Older Persons condominium), marital status, or gender identity or expression, or any other protected classes which may be added by federal, state, or county governments from time to time. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped or disabled individuals the opportunity to enjoy the Condominium premises, or to comply with other legal requirements.

~~Provided, however, each unit owner shall use his or her unit as a private dwelling for himself or herself and his or her immediate family, and for no other purpose including business purposes. Therefore, the leasing of units to others as a regular practice for business, speculative, investment or other similar purposes is not permitted. Should any person intend to purchase or lease a unit for such business, speculative, investment, or other similar purposes then the Association may deny approval of such purchase or lease. To meet special situations and to avoid undue hardship or practical difficulties the Board of Directors may grant permission to an owner to lease his or her apartment one time during the ownership of the apartment, to a specified lessee. No lease of any unit shall be less than six (6) 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.~~

7. 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 transfer said interest pursuant thereto, to the prospective purchaser or tenant transferee named therein, within ninety (90) days after his notice was given.

8. 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 transferee. Should 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.

9. No Condominium unit owner acquiring title after the effective date of this amendment may lease or rent his or her Condominium unit for a period of twelve (12) consecutive months from the date title is acquired. This twelve (12) month period shall run from the date of recording of any instrument transferring any ownership interest in title to the Condominium unit, except for transfers to add members of the Condominium unit owner's immediate family (defined for the purposes of this paragraph as a spouse, parents, or children) as titleholders with the Condominium unit owner or to a trust where such transfers were undertaken for the purpose of estate planning (the foregoing does not include Land Trusts). This restriction shall not apply to Condominium units acquired by the Association or the Long Term Lessor (its successors and assigns) while the Condominium units are owned by the Association. If at the time of transfer of any interest in title a Condominium unit is already leased or rented pursuant to a lease or rental agreement entered into by the previous owner, the aforementioned twelve (12) consecutive month period during which the Condominium unit may not be leased or rented shall commence upon the expiration of the current term of the existing lease or rental agreement which may not be renewed or extended. After the expiration of the twelve (12) month moratorium on leasing, no lease shall be for a period of less than six (6) months and no more than twelve (12) months and no unit may be leased more than once in a twelve (12) month period measured from the date that the lease becomes effective. 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. The foregoing moratorium applies to all units whether purchased from the unit owner or obtained through a judicial sale, or otherwise. Any individual who is not listed as an occupant of the unit at the time of the sales transaction shall be considered a tenant for the purposes of screening and approval, and is subject to the leasing restrictions including but not limited to the leasing moratorium, if the individual resides in the unit without the unit owner simultaneously residing in the unit. "Residing" shall mean that the unit owner returns to the unit each day for at least six months out of the year and sleeps in the unit overnight.

10. 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 permitted Corporate entity or an entity which owned a unit prior to the date these amendments were recorded 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 this Article XI.

11. After judicial sale of a unit or any interest therein, through foreclosure or other judicial process, the sale 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.

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 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, mortgage or lease, 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 for record simultaneously with the instrument it approved.

4. The foregoing provisions of this Article XI shall not also apply to transfers by a unit owner to any member of his immediate family (viz: including but not limited to spouse, children or parents). No person or permitted entity (other than the Association, the Long-Term Lessor, or a Mortgagee taking title by foreclosure or deed in lieu of foreclosure) may own or have any ownership interest, directly or indirectly, jointly or individually, in more than two (2) units in the Condominium operated by the Association including, without limitation, individually, jointly or through his or her spouse, roommate, family member, a "straw man", or otherwise, or a corporate entity 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. Such additional transfers shall be considered void. The foregoing shall not be deemed to allow for business entity ownership if prohibited elsewhere in this Declaration.

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 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 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, and the Management Firm:

(a) An Institutional First Mortgage 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, may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or mortgage said parcel, or occupy said parcel, without the prior written approval of the Board of Directors or Management Firm. The provisions of Section A. and B, No. 1-5, of this Article XI, shall apply to such Institutional First Mortgagee, or the Management Firm, or the Lessor under the Long-Term Lease, or acquirer of title, as ~~afore~~ described in this paragraph. After judicial sale of a unit, or any interest therein, through foreclosure or other judicial process, the sale 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.

* * *

ARTICLE XIII

USE AND OCCUPANCY

1. The owner of a unit shall occupy and use his apartment unit only as a single family private dwelling, for himself and the adult members of his family, and his social guests (subject to the rules and regulations regarding the use of the unit by family members and social guests which may be adopted by the Board from time to time). Except as noted herein social guests or guests may not occupy the unit without the unit owner simultaneously occupying the unit (the term "occupying" to be defined as the unit owner sleeping in the unit overnight when the guest is present in the Unit.). while he is residing, Guests and family members who may visit for a maximum of 30 days per year. and for no other purpose. Therefore, the leasing of units to others as a regular practice for business, speculative, investment, or other similar purposes is not permitted. Notwithstanding the foregoing, only Only the owner's adult children may occupy the unit in the owners absence, but only with prior written approval of the Board of Directors and only for periods not to exceed thirty (30) days cumulatively for all such visits in a calendar year. 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.

~~2. No children under fifteen (15) 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 and temporarily reside for reasonable periods, not in excess of 30 days, in any calendar year.~~

Housing for Older Persons:

~~This Condominium shall be "housing for older persons" as such term is defined in the Federal Fair Housing Amendment Act of 1988.~~

~~To demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older and inasmuch as this Association was designed as part of an adult community it shall be required as of the effective date of this amendment that at least eighty (80) percent of the units must be occupied by at least one (1) person fifty-five (55) years of age or older per unit. This amendment shall include units under leasehold, if any.~~

~~The Board, upon application and review, may grant exceptions to occupancy and allow a limited number of persons under the age of fifty-five (55) years to occupy units within the condominium when the Board finds undue hardship to the applicant.~~

~~All prospective owners, lessees or occupants shall be notified of this restriction and must show proof of age. This restriction and its enforcement is not an admission that the condominium in any way engages in interstate commerce or is in any way subject to Federal laws on housing.~~

2. Kent M Condominium is intended as housing for older persons. Accordingly, the members of the Association wish to operate as housing for older persons as that term is used and defined in the applicable Federal and State Fair Housing laws. Accordingly, all units shall be held for occupancy by persons fifty-five (55) years of age or older, subject to the exceptions noted below, and no permanent occupancy by persons under the age of eighteen (18) shall be permitted. The term occupancy shall have the meaning ascribed in the applicable Federal and State Fair Housing laws and the rules promulgated pursuant thereto. No occupancy shall be permitted by individuals between the ages of eighteen (18) and fifty-four (54), inclusive, unless the unit is also occupied by at least one person fifty-five (55) years of age or older. Persons under eighteen (18) years of age may visit and occupy a unit as a guest, but no unit may be occupied by persons under eighteen (18) years of age for more than thirty (30) days cumulatively for all such visits in a calendar year. Accordingly, the Board shall not approve any proposed transfer to persons who do not intend to hold the unit out for occupancy by persons fifty-five (55) years of age and older or to persons who intend to occupy the unit without at least one occupant who is fifty-five (55) year of age or older. The Board may permit sales where the title holders will not include at least one person fifty-five (55) years of age or older on the condition that all purchasers verify in writing in a form acceptable to the Association that they intend to hold

the unit out for occupancy by persons fifty-five (55) years of age or older or intend to occupy the unit with at least one person fifty-five (55) years of age or older in occupancy with them at all times. The only exceptions where occupancy by persons between the ages of eighteen (18) and fifty-four (54), inclusive, will be permitted without at least one person fifty-five (55) years of age or older are the surviving spouse of a deceased member if the surviving spouse is between eighteen (18) years of age and fifty-four (54) years of age, inclusive, and the surviving children of a deceased member if surviving children are between eighteen (18) years of age and fifty-four (54) years of age, inclusive, if the surviving children were residing in the unit with the fifty-five (55) years of age or over unit owner prior to his or her death. The foregoing exceptions will only be permitted if the resulting occupancy levels will remain at least eighty (80%) percent as provided below or as required by applicable law, as amended from time to time.

The Board of Directors shall establish policies and procedures for the purpose of assuring that the Board implements the intent of this provision in connection with the screening of sales, leases and all other transfers pursuant to this Declaration and for the purpose of assuring that all of the occupied units in Kent M Condominium operated by the Association are occupied by at least one person fifty-five (55) years of age or older as provided above. The Board of Directors shall take all reasonable steps to insure that the community's status as housing for older persons is preserved and protected. A census will be conducted as often as and in the manner required by applicable law.

3. The Board, upon application and review, may grant exceptions to occupancy and allow a limited number of persons under the age of fifty-five (55) when the Board finds undue hardship to the applicant.

4. All prospective owners, lessees or occupants shall be notified of this restriction and must show proof of age. This restriction and its enforcement is not an admission that the condominium in any way engages in interstate commerce or is in any way subject to Federal laws on housing.

5. 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.

6. Except for trusts established for estate planning purposes, ownership of units and membership is limited to natural persons. Business entities, including, but not limited to, corporations, limited liability companies and partnerships, and Land Trusts, may not own units at the Condominium. The foregoing limitation on business entity ownership shall not apply to units owned by the Association, the Long-Term Lessor, or to mortgagees acquiring title to units through foreclosure or deed in lieu of foreclosure. Membership in this Association shall be limited to record owners of units in the Condominium. Transfer of unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a Member of this Association.

If unit ownership is vested in more than one person, all of the persons owning a unit shall be authorized to attend meetings. If unit ownership is vested in a trust or, to the extent permitted by the Declaration, any other entity, the entity may designate a representative or an individual officer or employee to exercise its rights as a Member.

7. 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 the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

8. ~~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 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.~~ No pets, livestock, wildlife or animals of any kind or description may be kept or harbored on the Condominium property or in any unit at any time except as permitted herein and subject to the rules and regulations adopted by the Board of Directors from time to time. An owner or tenant (with the approval of the unit owner/landlord) may bring, harbor, or keep no more than one (1) dog or one (1) indoor cat or one (1) bird in a cage in the Condominium unit. No dog may be taller than thirteen (13) inches at the shoulder at maturity (fully grown). No guest, invitee or visitor of an owner or approved tenant may bring a pet onto the Condominium property at any time. In addition to the foregoing, the Board may make and amend rules from time to time to impose further restrictions on the keeping and handling of pets on the Condominium property including but not limited to limitations on the breeds which may be kept on the Condominium Property. Permission to have a pet on the Condominium property may be revoked for any violation of the requirements of this provision or the rules adopted by the Board and should any pet on the Condominium property become a nuisance by creating excessive levels of noise, destruction or property, or otherwise, or show dangerous propensities by lunging at, attacking, or biting other pets or animals or persons on the Condominium Property, the Board may demand the removal of the pet or animal on ten (10) days' written notice.

9. Except as permitted by applicable law, as amended from time to time, the ~~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 of 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.

10. 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 Association. No person shall use the 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.

11. Prohibition on Smoking. Smoking on the common elements, limited common elements and in the units is strictly prohibited. Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted tobacco or other products used in a device for such purpose, including but not limited to cigarettes, cigars, pipes, bongs and any other lighted tobacco or other product. The use of "electronic" or "vapor" cigarettes, cigars, pipes or similar apparatus are likewise defined as smoking and likewise prohibited in the aforementioned areas.

12. The initial Rules and Regulations 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 or supplemented by the Board, whether or not such supplemental rules are recorded.

[Signature page to follow]

WITNESS my signature hereto this 30 day of OCTOBER, 2019, at West Palm Beach, Palm Beach County, Florida.

**KENT M CONDOMINIUM ASSOCIATION,
INC.**

Isabelle Scherel
Witness

Isabelle Scherel
(PRINT NAME)

C. Fertig
Witness

CLAIRE FERTIG
(PRINT NAME)

By: Jomiralyne Capps
Vice-President

Attest [Signature]
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 30TH day of OCTOBER, 2019, by JOMIRALYN CAPPS and CLAIRE WEISMAN, as VP and Sec., respectively, of **Kent M Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced W/IDS as identification and did take an oath.

[Signature] (Signature)

Ronald E Massa (Print Name)

Notary Public, State of Florida at Large

