

EXHIBIT

AMENDMENT

**TO THE ORIGINAL DECLARATION OF CONDOMINIUM AND BYLAWS OF
KINGSWOOD II B CONDOMINIUM**

**As Recorded in Official Records,
Palm Beach County, Florida**

Book 1880, Page 1905

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

**1. 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.

...

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.

2. Article VII of the Declaration "METHOD of AMENDMENT DECLARATION" is 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 the ~~total vote of the members of the Association. those present in person or by proxy provided a quorum is present.~~

3. Article XI of the Declaration "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Condominium Units" is amended as follows: ...

~~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 aforescribed in this paragraph.

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

4. Article XIII of the Declaration "Use and Occupancy" is 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. ...

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 the intent by the Association to provide housing for persons over fifty five (55) years of age and 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 any 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 this 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 in any way subject to Federal laws on housing.

5. Article IV of the Bylaws, "Directors" is Substantially Reworded (See Article IV, Section 1, for Present Text):

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of 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. 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.

We hereby certify that this amendment was approved by in excess of 75% vote of the Membership at a duly called meeting on Aug. 11th, 2009.

Kingswood II B Condominium Association, Inc.

By: Dominick Bonomo, President Attest: Irma Savoy, Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 24th day of August, 2009, by Dominick Bonomo, President, and Irma Savoy, Secretary. Both are personally known to me and [] did or [] did not take an oath. The President (please check one of the following) [☒] is personally known to me or [] has produced _____ (type of identification) as identification and (please check one of the following) [] did or did not take an oath; the Secretary (please check one of the following) [] is personally known to me or [] has produced _____ (type of identification) as identification and (please check one of the following) [] did or [] did not take an oath.

Gwendelin Maraj, Notary Public

GWENDELIN MARAJ, Printed Notary Name

My Commission Expires: _____

