

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF

KINGSWOOD D CONDOMINIUM  
AT CENTURY VILLAGE

KNOWN ALL MEN by these presents that KINGSWOOD D CONDOMINIUM AT CENTURY VILLAGE, a Florida corporation, not-for-profit, and the Condominium Association of KINGSWOOD D CONDOMINIUM AT CENTURY VILLAGE, do declare and publish this Amendment to the Declaration of Condominium of KINGSWOOD D CONDOMINIUM AT CENTURY VILLAGE.

1. At a meeting of the members of KINGSWOOD D CONDOMINIUM AT CENTURY VILLAGE, duly held on February 16, 1984, in accordance with the By-Laws of that corporation at which a quorum was present, it was proposed that the Declaration of Condominium of KINGSWOOD D CONDOMINIUM AT CENTURY VILLAGE be amended as follows:

A. That Article XI., Section A. be substantially amended as follows:  
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 Association shall 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 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. 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 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, two Bank references and three individual references-local, if possible, 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, and an executed copy of the proposed

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W.P. B. FL 33402

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lease. The Board of Directors of the Association, is authorized to waive any or all of the references aforementioned.

3. The Board of Directors of the Association, within ten (10) days after receiving such notice and such supplemental information as is required by the Board, 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 those 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 be set forth in the notice from the Board of Directors to the unit owner. The Association, however, shall not unreasonably withhold its consent to any prospective sale, rental or lease.

4. The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors, within which to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s), or failure of such person(s) to make such offer within the said fourteen (14) day period, or 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 said interest pursuant thereto, to the prospective purchaser or tenant named therein, within ninety (90) days after his notice was given.

5. The consent of 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

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herein, the Board of Directors of the Association 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 as herein set forth.

6. 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 thereof.

7. The Association shall have the right to require that a substantial 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.

8. After approval, by the Association elsewhere required, entire units may be rented for a term of three (3) months or longer, provided the occupancy is by only one family and his occasional guests, and further it is provided that each unit may be leased or sub-leased no more than one (1) time within any twelve (12) month period. No rooms may be rented, and no transient tenants may be accommodated. No Leases or Sub-Leases for a term of less than three (3) months shall be made under any circumstances.

9. A unit owner who was required to give notice to the Board of Directors of the Association for a transfer of ownership, leasing or sub-leasing of the unit owner's interest, shall for each transaction pay a non-refundable fee of Thirty-five (\$35.00) Dollars. Said fee shall be paid at the time of giving of notice of intent to the Board of Directors and shall cover the costs incident to a determination by the Board.

10. Any sale, Lease, Mortgage, Sub-Lease, Assignment of Lease or renewal of a Lease that is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11. The Association may summarily evict any lessee or sub-lessee pursuant to this section, and assess the cost of such eviction, including reasonable attorney's fees to the owner of the unit rented.

12. All unit owners, lessees or sub-lessees are required to comply with the provisions of the Declaration of Condominium, By-Laws and Rules

and Regulations of the Association.

13. Where a Corporate entity is the owner of a unit, it may designate the occupants of the unit as it desires, and for such period of time as it desires, without 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 XIII. of this Declaration.

B. That Article XIII., shall be amended as follows with the remaining Sections to remain in full force and effect:

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, and for no other purpose. No unit may be used for commercial purposes or a commercial business operated from such unit. No persons under the age of 50 shall be permitted to reside in any of the units or rooms thereof in this Condominium, except that other individuals may be permitted to visit and temporarily reside for reasonable period, not in excess of thirty (30) days, in any calendar year.

2. Upon motion duly made, seconded and unanimously passed, said proposals were adopted as an Amendment to the Declaration of Condominium of KINGSWOOD D CONDOMINIUM, AT CENTURY VILLAGE, as is evidenced by the execution of these presents by the Condominium Association, KINGSWOOD D CONDOMINIUM ASSOCIATION, INC.

IN WITNESS WHEREOF, the above described parties have caused these presents to be executed by their duly authorized officers this 27th day of April, 1984.

Witnesses:

KINGSWOOD D CONDOMINIUM ASSOCIATION, INC.

Jessica Shy  
Beneil Umstead

By:

Harry Fischer  
HARRY FISCHER,

President

Attest:

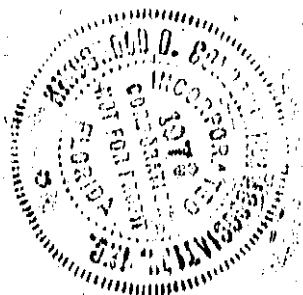
Helen Rothenberg  
HELEN ROTHENBERG

Secretary

As to the Association

(Corporate Seal)

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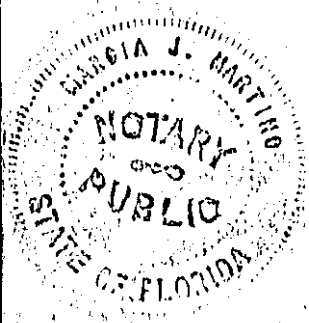


STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HARRY FISCHER, President and HELEN ROTHENBERG, Secretary of KINGSWOOD D CONDOMINIUM ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of April, A.D., 1984.



Georgia J. Martino  
NOTARY PUBLIC State of Florida at Large

My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 12, 1986

NOT A CERTIFIED COPY

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RECORD VERIFIED  
PALM BEACH COUNTY FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT