

This Instrument prepared by and to be returned to:
Kovitz Shiffrin Nesbit
2101 NW Corporate Blvd.
Suite 211
Boca Raton, FL 33431
(561)282-5336

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM FOR
NORTHAMPTON M CONDOMINIUM ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT is made this day of 29 April, 2026, by **NORTHAMPTON M CONDOMINIUM ASSOCIATION, INC.**, (hereinafter "ASSOCIATION") pursuant to the DECLARATION OF CONDOMINIUM FOR NORTHAMPTON M CONDOMINIUM as amended from time to time (hereinafter "DECLARATION") duly recorded in the Public Records of Palm Beach County, as follows:

RECITALS

WHEREAS, the ASSOCIATION is a condominium association established for the operation of Northampton M, in accordance with the Declaration of Condominium and related documents which were recorded on January 24, 1973, in Official Records Book 2111, at Page 873 of the Public Records of Palm Beach County, Florida, and all exhibits and amendments thereto ("Original Declaration"); and

WHEREAS, the Amendment set forth herein is for the purpose of amending the DECLARATION;
and

WHEREAS, pursuant to Article VII of the amended DECLARATION, proposed amendments to the Declaration of Condominium of Northampton M were approved by the affirmative vote of not less than a majority (51%) of the Voting Owners at a duly noticed Meeting of the Members at which a quorum was present and which was held on April 14, 2026; and

WHEREAS, on April 4, 2026, the Notice of Meeting of the Members, Written Ballots, Proxies, and the proposed amendments were mailed to the Membership; and

WHEREAS, the Notice of Special Meeting of the Members was held on April 14, 2026 at which time the aforementioned DECLARATION was amended pursuant to the provisions of the amended DECLARATION and Bylaws of Northampton M Condominium Association, Inc. by not less than a majority or fifty-one percent (51%) of all Voting Owners present at a meeting in which there was a Quorum present; and

WHEREAS, the total number of eligible votes for Northampton M is 16, the total number of all Voting Owners present at the meeting in which there was a Quorum present was 10 and therefore, the total number of votes necessary to adopt this amendment is 6. The total number of votes cast in Favor of the amendment to Article XI was 7.

Except as amended and modified herein, all other terms and conditions of the DECLARATION shall remain unchanged and in full force and effect according to their terms.

NOW, THEREFORE, the undersigned hereby certify that the attached Exhibit "A" reflects a true and correct copy of the amendment as amended by the membership and appearing in the minutes of the Association on April 14, 2026.

IN WITNESS WHEREOF, the Declarant has caused this AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR NORTHAMPTON M ASSOCIATION, INC. to be executed by the duly authorized officers of the ASSOCIATION, this _____ day of _____, 2026.

WITNESSES

Andace P. Appleton
Signature
ANDACE P. Appleton
Print Name

Patricia Picerno
Signature
PATRICIA PICERNO
Print Name

NORTHAMPTON M
CONDOMINIUM ASSOCIATION, INC.

By: Maritza Navarro
President (Title)
MARITZA NAVARRO
Print Name

By: Randolph Veid
Secretary (Title)
Randolph Veid
Print Name

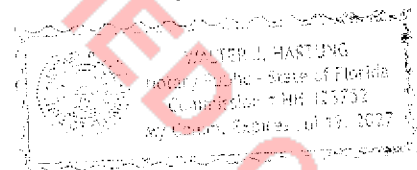
State of Florida
County of Palm Beach

The foregoing instrument was executed before me by means of ☒ physical presence or ☐ online notarization this 29 April, 2026 by Maritza Navarro (President) and Randolph Veid (Secretary) of Northampton M Association, Inc., a Florida not-for-profit corporation. Both individuals are personally known to me or have produced FL Drivers Lic

IN WITNESS THEREOF, I have hereunto set my hand and seal at West Palm Beach, in the County and State aforesaid.

Walter J. Hastings
Notary Public
STATE OF FLORIDA

My Commission Expires:



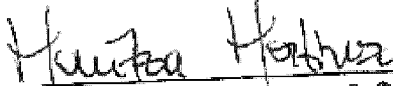
Pruitt's Property Management, Inc.

AFFIDAVIT OF MAILING OF NOTICE TO UNIT OWNERS PROPOSE RENTAL AMENDMENTS

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, personally appeared Fester Pruitt, who after being duly sworn, deposes and says that the notices of the 2026 Budget update of the Northampton M. Condominium Association, Inc., held on April 4, 2026, were mailed in accordance with 718.112 Florida Statutes. The notices were mailed to each owner at the address last furnished to the Association, as such address appears on the books of the Association.

The forgoing instrument was acknowledged before me this 10th day of March 2026, by Fester Pruitt, the registered agent of the above Association, a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me and did take oath.


Signature _____
Notary Public State of Florida
Maritza Martinez
My Commission RH 127526
Expires 2/5/2027
Print Name _____
Notary Public, State of Florida at Large

P.O. BOX 540217 Greenacres, FL 33454 Office: 561-432-3076

PROPOSED
AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
(Additions indicated by underlining, deletions by “----”)

ARTICLE XI OF THE DECLARATION
SHALL BE DELETED IN ITS ENTIRETY AND REPLACED WITH:

Administrative Fee. The Board of Directors shall have the authority to impose a non-refundable administrative fee, in an amount to be determined by the Board from time to time, for the processing and review of any application for the sale, purchase, transfer, or lease of a Unit. The administrative fee shall be applied per application and shall be used to offset the Association's actual and reasonable costs associated with processing, reviewing, and evaluating such applications, including but not limited to background checks, screening, administrative processing, and related operational expenses. The Board may revise the amount of this fee by duly adopted resolution. Any administrative fee imposed under this provision shall be charged in compliance with applicable law, including any statutory caps or limitations.

A. SALE OF UNITS:

Within thirty (30) days after receipt of notice of a prospective sale, completed application and other supplemental information required by the Board, the Association must approve the transaction. The Board or its managing agent shall establish the type and form of application process to be completed by all applicants for purchase.

Good Cause. Notwithstanding anything to the contrary contained in this Declaration, the Board shall have the right to disapprove a proposed sale of a unit by considering the following factors as constituting good cause for such disapproval. However, the Association shall not be obligated to exercise a right of first refusal by furnishing a proposed purchaser who will accept the same terms as originally stated in the notice to the Association:

(a) The person seeking approval has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has been charged with any such felonies and the person was not acquitted or the charges were not dropped;

(b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts or the person does not appear to have adequate financial resources available to meet his/her obligations to the Association;

(c) The application for approval provides information which, on its face, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the community. By way of example, but not limitation, an owner allowing an applicant to take possession of the unit prior to approval by the Association as provided for herein, shall constitute a presumption that the conduct of the applicant is inconsistent with applicable restrictions;

(d) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner or included inaccurate or false information

in the application;

(e) The owner requesting the approval has had fines levied against him or her which have not been paid: or

(f) All assessments and other charges against the unit have not been paid in full.

(g) Economic Criteria. So as to insure the availability of sufficient funds for the operation and management of the Association, economic criteria shall be a factor in whether an applicant qualifies for ownership. From time to time, the Board shall have the ability to establish economic criteria of all applicants for ownership what will be reasonably designed to address the financial capability of a prospective purchaser/transferee to meet the financial obligations of ownership. Such criteria shall include, but not be limited to, requiring a minimum credit score of 700 or access to and availability of sufficient funding to meet the ongoing maintenance assessments, and special assessment obligations, as same may arise from time to time. Failure to meet such criteria, as determined by the Board, shall be a basis for the disapproval of applicant(s) for ownership as a failure to qualify hereunder. It shall be specifically acknowledged that the availability of a mortgage to fund the proposed purchase is not conclusive of financial capability unless the interest of the Association is made superior to any such claims by way of a subordination agreement.

B. LEASES

1. Owners may lease their Unit so long as the Unit lease and the occupancy contemplated by the lease, has been approved in advance in writing by the Board of Directors. An Owner shall NOT lease the Unit anytime within three (3) years or thirty-six (36) months of purchase (date in which the Deed is recorded). Owners who acquire title as a result of inheritance may lease the Unit within the first year, so long as the lease and the occupancy contemplated by the lease, has been approved in advance in writing by the Board of Directors.

2. Only the entire Unit may be rented. Rent-sharing, the rental of rooms or less than the entire Unit is prohibited. There shall be no subdivision or subletting of the Units. Units may only be occupied by tenants as a single-family residence. The maximum number of tenants permitted to occupy a Unit within the Association shall be two (2) persons for each bedroom of the Unit. All leases shall be for a minimum period of six (6) months but not longer than twelve (12) months. Units may only be rented twice (2x) in any twelve (12) month period. Likewise, no lease shall contain an automatic renewal and, if it does, shall be deemed null and void.

3. Legal entities, including but not limited to corporations, LLCs, Trusts, mortgagees etc., must provide information to the Association about their Primary Occupants. Only the Primary Occupants may reside in the unit and all Primary Occupants must comply and be screened and approved pursuant to these restrictions.

4. Approval of Leasing. All leases shall be subject to prior approval of the Association. Approval shall not be unreasonably withheld. The renewal of an existing lease with the same tenants must be approved by the Association at least thirty (30) days before the end of the initial lease term. Failure to provide the completed renewal paperwork to the Board at least thirty (30) days in advance will result in a fee of Fifty (\$50.00) dollars to be paid to the Association

prior to approval of the lease renewal.

a. For purposes hereof, occupancy of a Unit by a person or persons other than the original owner or tenants in excess of thirty (30) days, shall be treated as a lease and must be approved in advance in writing by the Association.

b. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, an Owner or his agent shall apply to the Association for approval of such lease; if desired, the Board or its managing agent shall establish the type and form of application process to be completed by all applicants for lease.. The Association may waive the application requirement if the tenant/tenants has/have resided in the PROPERTY pursuant to an approved lease or other occupancy prior to the effective date of the proposed lease. However, this shall not be construed as to allow leasing, renting, or occupancy by persons other than permitted guests without the advance written approval of the Board. It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease within thirty (30) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval.

c. The Board may require the use of a uniform lease or require the addition of an addendum, protecting the Association's interests. The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including but not limited to a copy of the proposed lease, the names of all prospective lessees/occupants, character references from previous employers and landlords, and the prospective lessee(s) shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease.

d. The Association shall require a background investigation as to the proposed lessee's finances, credit history, criminal history, residential history or otherwise, as required.

e. It shall be the Owner's obligation to furnish the lessee with a copy of the Declaration and applicable Rules and Regulations. Each lease, or addenda attached thereto, shall contain an agreement of the lessee to comply with the Declaration and applicable Rules and Regulations; shall provide or be deemed to provide that any violations of the aforementioned documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Owner shall have a duty to bring his or her tenant/tenants conduct and actions into compliance with the Declaration and applicable Rules and Regulations by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible.

f. If the Owner fails to bring the conduct of the tenant into compliance with the Declaration and applicable Rules and Regulations, the Association shall then have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenant/tenants' non-compliance with the aforementioned documents, including without limitation the right to institute an action for eviction against the tenant/tenants in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Owner which shall be secured by assessment and lien in the same manner as common expense charges.

5. Disapproval of Leasing. Approval of the Association shall be withheld only if a majority of the entire Board so votes. The Board may consider the following factors and may confer with counsel in reaching its decision. The following may be deemed to constitute good cause for disapproval:

a. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration or applicable Rules and Regulations Documents or the occupancy is inconsistent with the aforementioned documents.

b. The person seeking approval (**which shall include all proposed and future occupants**) has been convicted of a felony, including but not limited to, a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

c. The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts.

d. The Owner allows a prospective lessee to take possession of the premises prior to approval by the Association as provided for herein.

e. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations.

f. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

g. All assessments, fines and other charges against the Unit have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

6. If the Association disapproves a proposed lease or renewal, the Owner shall receive a statement indicating same and the lease shall not be made or renewed. Any rental of a Unit made in violation of this Declaration shall be voidable and the Association may invoke any remedies provided by law, including but not limited to the initiation of immediate eviction proceedings to evict the unauthorized persons in possession. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application.

7. Screening Fee and Security Deposit.

a. The Association shall require the payment of a preset administrative screening fee simultaneously with the giving of notice of intention to sell or lease, said screening fee shall be set by the Board from time to time and shall be in conformance with applicable law. No fee may be collected in connection with an application to renew a previously approved lease.

b. In an effort to protect and maintain the common areas for its members, the Association shall require the payment of a security deposit due no later than fifteen (15) days before the lease begins, for Five Hundred (\$500) dollars or any such amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Unit and/or damage to the Common Areas by the Lessee, members of Lessee's family, or the Lessee's guest and invitees. Said deposit shall be held in a non-interest-bearing account and shall be returned to the tenant at end of the lease, assuming there are no damages to the common areas caused by the tenant. The Association shall be entitled to apply the deposit to any Lessee obligations in connection with the Unit, Common Area, or otherwise described in the Declaration; provided, the Lessee does not undertake obligations after notice from the Association. In the event that the

Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Unit to a Lessee and the collection of the deposit referred to herein from an Owner, shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

8. Responsibilities of Owner.

a. The Owner shall be responsible for ensuring that the property has renters insurance.
b. The Owner shall be responsible for the negligence, conduct, acts, or omissions of the Owner's Guests, Lessees and Invitees.

c. The Owner shall be responsible for any damage caused to the Association's common areas by the Owner's Guests, Lessees and Invitees. In the event of non-payment by the Owner of any damage to the common areas (which may exceed the amount of security deposit), such amounts will be considered assessments and collectable in the manner as provided in the Declaration.

9. Once a Unit is leased or occupied by a tenant, the Owner shall have no right to use, access, or otherwise enjoy the recreational facilities or amenities appurtenant to the Unit during the period of the tenancy. All rights to use the amenities shall transfer exclusively to the tenant(s) for the duration of the approved lease. The Association may suspend an Owner's amenity access device(s) during such period to ensure compliance.

10. Any expense incurred by the Association to enforce any of these restrictions shall be recoverable as an individual special assessment against the Unit Owner and the Unit, and collectible in the same fashion as any other assessment provided hereunder.