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Prepared by and Return To:
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Jupiter, FL 33458

**CERTIFICATE OF AMENDMENT TO THE NORWICH K CONDOMINIUM
ASSOCIATION OF CENTURY GARDENS CONDOMINIUM APARTMENTS AT
CENTURY VILLAGE DECLARATION OF CONDOMINIUM,
BYLAWS FOR NORWICH K CONDOMINIUM ASSOCIATION, INC.,
AND ARTICLES OF INCORPORATION FOR NORWICH K
CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Norwich K Condominium Association of Century Gardens Condominium Apartments at Century Village Declaration of Condominium has been duly recorded in the Public Records of Palm Beach County, Florida (the "Public Records"), in Official Record Book 1828 at Page 1, as thereafter amended from time to time; and

WHEREAS, the Bylaws of The Norwich K Condominium Association, Inc., as thereafter amended from time to time, are attached as an Exhibit thereto; and

WHEREAS, at a duly noticed meeting of the membership held on 02-19-2020 the required membership approval and Board of Directors approval was obtained for the Amendment to the Declaration, Bylaws and Articles of Incorporation; and

WHEREAS, pursuant to the Declaration and Bylaws, the Declaration and Bylaws may not be amended without the written approval of the Lessor under the Long-Term Lease, which said approval has been obtained and is attached hereto; and

WHEREAS, any and all prior Amendments to the Declaration or Bylaws were not duly approved by the Lessor under the Long-Term Lease and shall no longer be in force or effect; and

WHEREAS, in the event that any word(s) were left out, misspelled or altered in the re-typing of the original document portion of this Amendment, the original version of the document shall control; and

WHEREAS, any Exhibits referenced in this Amendment are attached to the Declaration as originally recorded and are not being re-attached or re-recorded but shall be incorporated herein by reference only as if same were attached hereto; and

WHEREAS, this Certificate of Amendment and Amendment to the Declaration shall be filed in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the Declaration, Bylaws and Articles of Incorporation shall be amended in the particulars as stated in the Amendment to the Declaration attached hereto; this Amendment shall run with the real property known as Norwich K Condominium and shall be binding on all

parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors, assigns, tenants, guest and visitors, and except as otherwise amended hereby, shall remain unchanged in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENT

I HEREBY CERTIFY that the Amendment attached to this Certificate has been approved by the Lessor and by the vote(s) required by the Declarations, Bylaws and Articles of Incorporation for Norwich K Condominium Association, Inc.

IN WITNESS WHEREOF, the undersigned President and Treasurer have executed this Certificate of Amendment this 24th day of Feb., 2020.

**NORWICH K CONDOMINIUM
ASSOCIATION AT CENTURY
VILLAGE, INC.**

[Signature]
Witness

By: Sharlene A. Widgen
President

Tamara Anastasia
PRINT NAME

Clifford Brown
Witness

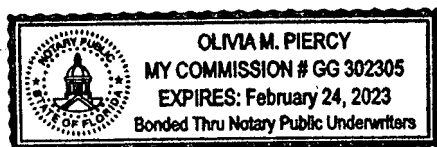
Attest: [Signature]
Treasurer

Witness

Alfred Brown
PRINT NAME

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of FEB., 2020 by SHARLENE WIDGEN and ANTON ATILIO as President and Treasurer, respectively, of Norwich K Condominium Association, Inc., a Florida non-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced as identification and did take an oath.



[Signature]
(Signature)

OLIVIA M. PIERCY
(Print Name)

Notary Public, State of Florida at Large

As used herein the following shall apply:

- A. Words underlined denote additions to the present text.
 - B. Words stricken denote deletions from the present text.
 - C. Words underlined in original area are shown in bold font in the present text.
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The Declaration is hereby amended to revise Section XI as follows:

**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~~

~~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.~~

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, a copy of the Lease or Sales Contract, 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, the application for a criminal investigation, the payment for the application fee, 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 ~~references~~ aforementioned.

The Board of Directors shall obtain a criminal background check and shall require adequate financial information for all prospective purchasers, tenants and occupants and has the power to promulgate new rules and regulations regarding screening standards from time to time. All applications will require that proof of age of each applicant be included. Married couples will only need to pay one application fee.

The Board of Directors of the Association, within thirty (30) ~~ten (10)~~ days after receiving such notice and all documents, transfer fee, and appearances requested and such supplemental information as is required by the Board of Directors, shall either ~~consent to~~ approve or disapprove the proposed Transfer ~~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. However, the Association shall not ~~unreasonably~~ withhold its consent to any perspective sale, rental or lease, without good cause.

~~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 owners 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.~~

Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended tenant(s), and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended applicant(s), and occupants within the time limits extended to the Association for that purpose as set forth in this Article. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Article; in an amount not to exceed the maximum allowed by applicable law from time to time. So long as and only so long as prohibited by law at the particular time, there shall be no transfer fee in connection with the renewal of a unit lease, with the same tenant, if the renewed lease term immediately follows the expiration of the previous lease term. The Association may perform annual background checks on all tenants at the time of renewal.

No certificate of approval shall be issued by the Association until all sums due by the unit owner pursuant to this Declaration, the Long-Term Lease, the Bylaws and the Articles of Incorporation are current and paid. 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 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.

The sub-leasing or sub-renting of unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association, shall have the right to require that a substantially 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. 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.

When a unit is leased, a tenant shall have all use rights in the Condominium property otherwise readily available for use generally by owners, and the owners shall not have such rights except as a guest. The Board of Directors of the Association shall have the right to adopt Association Rules and Regulations to prohibit dual usage by an owner and a tenant of the Condominium property otherwise readily available for use generally by owners. It shall be the responsibility of the transferor of a unit to transfer to transferee all the Condominium Documents originally provided to said transferor.

B. FORMS OF OWNERSHIP - Notwithstanding the foregoing, every purchaser shall take title subject to the Condominium Documents which includes the Long-Term Lease and the provisions of the Condominium Act.

1. General. Each Condominium parcel together with all appurtenances thereto shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the Condominium property, subject only to the provisions of the Condominium Documents. No owner may dispose of a unit or any interest in the unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors. If any owner acquires his title by devise or inheritance, his/her right to occupy or use the unit shall be subject to the approval of the Board of Directors.

2. Life Estate. A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under this Article. In that event, the life tenant shall be the only Association member from such unit, and the occupancy of the unit shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and Charges against the unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners.

3. Ownership by Corporations, Business-Named Partnerships or by Trusts. No unit may be owned by a corporation or business-named partnership or Trust excluding those units acquired by the Lessor or the Association by virtue of the foreclosure of the Lessor's or the Association's respective liens, which may be owned in the name of the Lessor or the Association.

4. Other Transfers. If any person acquires title in any manner not considered in the foregoing Articles, his right to occupy or use the unit shall be subject to the approval of the Board

of Directors (that person having no right to occupy or use the unit before being approved by the Board of Directors) under the procedures outlined below.

C. DISAPPROVAL. A proposed Transfer shall be disapproved only if the Board, or the Board's designee, so chooses, and in such case the Transfer shall not be made. The Board, or its designee, shall have the power to deny applicants on the basis of a criminal background check, a credit check, or other information that has been provided. The Board or its designee shall analyze financial information and criminal background checks on a case-by-case basis and make a decision based on the timeline, nature, and severity of the crime as well as the level of threat to the Association, its property and its Members.

1. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

a. The owner is delinquent in the payment of any fees due to the Association including any unpaid fines and all past due assessments at the time the application is considered, and the owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegals' fees also due and owing) within a time frame required by the Board of Directors;

b. The prospective applicant or other intended occupants have been arrested and/or charged with a crime subject to current HUD guidelines and law;

c. The owner has a history of leasing his/her unit to troublesome tenants and/or refusing to control or accept responsibility for the occupancy of his unit;

d. The real estate company or agent handling the leasing transaction on behalf of the owner has a history of screening tenant's applicants inadequately or recommending undesirable tenants;

e. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium and/or Rules and Regulations of the Association.

f. The prospective applicant or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;

g. The applicant or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the Condominium and/or Rules and Regulations of the Association;

h. The prospective applicant or other intended occupants are not fifty-five (55) years of age or older, have not provided proof of age with the application or upon request, or are not the spouse of an applicant who is fifty-five (55) years of age or older.

i. The applicant(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid;

j. The owner fails to give proper notice of his intention to lease his unit to the Board of Directors;

k. The intended applicant(s) provided information regarding income, credit score, or other financial reports that indicate a lack of ability to maintain the financial responsibility involved with owning, leasing or renting a condominium unit;

l. The unit owner has not met the twenty-four-month ownership requirement in order to lease the unit;

m. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosure or bad debts;

2. Notice of disapproval shall be sent or delivered in writing to the unit owner.

3. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.

4. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Article be violated.

A. RESTRICTIONS ON CONDOMINIUM UNIT LEASING AND SALES.

1. An owner may lease only his entire unit and then only in accordance with the Declaration after receiving the approval of the Association. No lease will be considered for any reason prior to twenty-four months of ownership. Leases shall be no less than a six (6) month lease term in length, and the maximum number of rentals allowed per year is limited to no more than one (1). In addition to the foregoing, the Condominium Association may require that all owners wishing to lease their unit deposit with the Association an amount equal to one month's rent, as security, which the Condominium Association will deposit in an escrow account. Payment of interest, if any, claims against such deposits, refunds and disputes relating to the security deposit shall be governed by Part II of Chapter 83, Florida Statutes.

2. Limitation on Tenants. Leasing shall be limited to a natural person(s) in his/her individual capacity/capacities only, such that no unit shall be leased to a corporation, partnership, trust, trustee or commercial organization.

3. Subleasing; Renting Rooms. Subleasing of a unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any unit. The intention is that only entire units may be rented, and units may not be sublet.

4. Contents in Lease Agreement. Every unit lease as of the Effective Date of this Declaration shall contain, and if it does not contain, shall automatically be deemed to contain, the following statements:

a. The tenant and all occupants shall abide by all provisions of the Condominium Documents and Association Rules and Regulations, as amended from time to time."

b. The parties recognize that the Association, as agents for the landlord/owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Condominium Documents and Association Rules and Regulations, as amended from time to time.

c. 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 tenant or occupant shall take occupancy subject to the Condominium Documents, which includes the Long-Term Lease and the provisions of the Condominium Act.

5. Eviction of Condominium Unit Tenants and Occupants. Except and not to the extent otherwise provided in or barred by F.S. 718.1255 (1991), as amended from time to time, and the applicable Administrative Rules: The Association possesses all rights and remedies of the owner under Chapter 83 of the Florida Statutes for the purposes of enforcing against violations of the Condominium Documents and Rules and Regulations, as amended from time to time. If tenants and/or permanent occupants shall be in non-compliance with any of the Condominium Documents and Rules and Regulations, the following may occur: Such a non-compliance shall be a breach of the Condominium Documents and therefore a breach of the lease. The Association on behalf of the owner may terminate the lease, and re-enter and re-take possession of the unit for and on behalf of the owner, after providing the notices required by Chapter 83 of the Florida Statutes. The Association has the right to serve such notices, terminate the lease and seek possession of the unit for and on behalf of the owner, upon the expiration of thirty (30) days after the Association mails notice of such intent to the owner. The Association then has the right to institute eviction proceedings in Court against the tenants or occupants as agent for and on behalf of the owner, based on the non-compliances mentioned above. The Association may exercise its rights and remedies under this Article without any liability to the owner, tenants or Occupants (including, but not limited to, the loss of rent to the owner and loss of possession by the tenants/permanent occupants), except as may be provided for in Chapter 83, Florida Statutes. The owner shall be jointly and severally responsible for the costs and paralegal's and attorneys' fees incurred by the Association in connection with this matter.

6. Limitations on Ownership. No person shall own, in whole or in part, more than one (1) Unit. The term "person" shall mean and refer to Ownership individually or by an entity in which the person has any interest. In addition, no person or entity may purchase more than one (1) Unit by using a "straw" purchaser to circumvent the intentions of this paragraph. Any Owner or Owners who own more than one (1) Unit as of the effective date of this amendment shall be grandfathered

in but may not purchase any other Units until which point in time they own less than one (1) Unit and are in compliance with this provision. Notwithstanding the foregoing, a Unit Owner who is moving from one Unit to another may own more than one (1) Unit for a limited period of time while transferring Units and only with Board approval.

7. Mortgages. Upon recordation of this Amendment, all sales, transfers and conveyances which are purchased, transferred or conveyed in connection with a mortgage or which unit shall be used as collateral for any type of loan, must deposit with the Association two (2) years of maintenance fees in escrow. Furthermore, no unit owner may mortgage his Condominium unit nor any interest therein without the approval of the Association. No reverse mortgage may be made on any unit at any time.

8. Limitations on Leasing. The Association shall only allow a maximum of five (5) units in the Norwich K Condominium Association to be leased at one time. No hardship applications will be accepted, and a waiting list shall be established by the Board of Directors in the event that the maximum five (5) units has been reached. The Board of Directors shall have the power to promulgate Rules and Regulations regarding this leasing restriction from time to time.

9. Minimum Length of Ownership Required. Notwithstanding anything in the Declaration of Condominium, the Association's Bylaws, Articles of Incorporation and Rules and Regulations to the contrary, no Unit may be leased prior to twenty-four (24) months from the date of obtaining ownership of the Unit by such Owner. In addition, if an Owner purchases (or obtains a Unit by means of inheritance or other transfer) a Unit that is leased at the time of purchase or transfer, the twenty-four (24) consecutive months of record title ownership shall commence at the expiration of said Lease; said Lease may not be renewed or extended. In all other instances, leasing and transfers shall be permitted in accordance with the other provisions of this Declaration only upon the expiration of said twenty-four (24) months of ownership, which for the purposes of this provision shall consist of twenty-four (24) consecutive months of record title ownership. Any Owners that own a Unit as of the effective date of this amendment that holds a mortgage on a Unit as of the effective date of the amendment shall be deemed to have satisfied the twenty-four (24) months of ownership.

~~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 subleasing of a unit, and shall be deemed to be in compliance with the provisions of the first paragraph of Article XIII, of this Declaration.~~

10. Short-Term Rentals; Subleasing; Renting Rooms Prohibited. Subleasing of a Unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Unit. The intention is that only entire Units may be rented, and Units may not be sublet+. Short term rentals of less than six (6) months which may require a business tax receipt, license and resort tax account are strictly prohibited. Further, the use of Airbnb and other similar types of transient rental services, or any licensing for such, are strictly prohibited so that no Unit may be posted for lease with any short term or vacation rental leasing service. All leasing provisions shall apply to any type of occupancy for which consideration has been paid including but not limited to occupancy pursuant to a license.

B. 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, ~~except to an Institutional Mortgagee, as hereinbefore 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. 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, which approval shall be in recordable form, executed by two Officers of the Association, and delivered to the purchaser or,

(b) The sale is a result of a public sale with open bidding but said purchaser shall have no occupancy or use rights unless approved by the Board.

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, 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.)~~

4. 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 decedents 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 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 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 thereto.~~

~~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 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 Bylaws of the Association and the Long-Term Lease, ~~and the Management Agreement~~, as well as the provisions of the Condominium Act.

6. Special Provisions ~~Resale, Leasing, Mortgaging, or Other Alienation by the Lessor and 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 sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel, without prior offer to the Board of Directors of the Association and without the prior approval of the said Board of Directors. The provisions of ~~Sections A, and B., No. 1—5, of this Article XI~~, shall be inapplicable to such Institutional First Mortgagee, ~~or the Management Firm, though not to the Lessor under the Long-Term Lease, or acquirer of title~~, as ~~afordescribed~~ in this paragraph.

(b) The provisions of ~~Section A, and B., No. 1—5, of this Article XI~~, shall be inapplicable to the Developer. The said Developer is irrevocably empowered to sell, lease, rent and/or mortgage Condominium parcels or units, and portions thereof, to any purchaser, lessee or mortgagee approved by it, and the Developer shall have the right to transact any business necessary to consummate sales or rentals of units, or portions thereof, including but not limited to the right to maintain models, have signs, use the common elements, and to show units. The sales office(s), signs, and all items pertaining to sales shall not be considered common elements, and shall remain the property of the Developer.

(c) In the event there are unsold parcels, the Developer retains the right to be the owner of said unsold parcels under the same terms and conditions as all other parcel owners in said Condominium however, said Developer, for such time as it continues to be a parcel owner, but not exceeding twelve (12) months after the date of the filing of this Declaration, shall only be required

to contribute such sums to the common expenses of the Condominium, in addition to the total monthly, common expense assessments paid by all other parcel owners as may be required for the Association to maintain the Condominium, and fulfill its obligations, as provided in this Declaration and Exhibits attached hereto, but in no event shall the Developer to be required to contribute to the common expenses as to the parcels owned by it, in an amount exceeding the obligation for such unit, as specified and set forth in Exhibit "A" attached to this Declaration. Commencing twelve (12) months after the date of the filing of this Declaration of Condominium, the Developer shall contribute to the common expenses, as to the parcels owned by it, in the same manner as all other parcel owners, as provided in Exhibit "A" attached to this Declaration.

The Declaration is hereby amended to revise Section XIII by adding the following:

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 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 in any calendar year. Any visitor over eighteen (18) years of age who wishes to occupy a unit without the presence of the owner of the unit and is visiting a unit for longer than two (2) weeks, shall submit a request to the Board of Directors and must obtain Board approval prior to the visit. The Board, in order to evaluate the request, may conduct a criminal background check. Additionally, the owner is responsible to register with the Board any guest who wishes to visit for longer than two (2) weeks prior to the guest's arrival. This registration shall include the unit number, the number of guests who will be staying, the name/s of the guest/s, the telephone numbers of the guests, and the year, make, model and tag number of the vehicle (limited to one per unit) to be parked in the unit owner's space.

The Declaration is hereby amended to revise Section X by adding the following:

Regarding Charges:

The Association may also levy Charges against individual unit(s) and owner(s) for any amounts, other than for common expenses, which are properly chargeable against such unit and owner under the Condominium Documents. Each owner (collectively) and each unit shall be liable for that share of the common expenses equal to each owners' share of ownership of the Common Elements. However, cable television charges shall be shared equally if and to the extent that the Condominium Act, as amended from time to time, requires so.

A. Defined. Each unit and owner shall be liable for Charges levied by the Association against the unit and owner, with the due date as per invoice from the Association. Charges shall be deemed to include but not be limited to: maintenance or other services furnished by the Association for the benefit of an owner; damages; and any other sums other than assessments

which are referred to as Charges in the Condominium Documents. Charges for necessary repairs which, after statutory notice to the owner, are unrepaired, shall be counted as assessments and subject to lien and foreclosure.

B. Who is Liable for Charges. The owner of each unit, regardless of how title was acquired, is liable for all Charges coming due while he is the owner, and for Charges due for prior owners. Multiple owners are jointly and severally liable. Notwithstanding the foregoing, the Lessor under the Long-Term Lease shall not be liable for Charges due for prior owners. The Association shall not be liable for charges due for prior owners if the Association acquires title to a unit with the exception for any past due Rent pursuant to the Long Term Lease which the Association will be liable.

C. Application of Payments; Failure to Pay; Late Fees; Interest. Charges paid on or before the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law on open accounts at the particular time, calculated from the date due until paid; and shall result in the imposition of a late fee equal to the greater of twenty-five dollars (\$25.00) or five percent (5%) of the late payment. All payments on account shall be applied in the following order irrespective of any restrictive endorsement, designation or instruction placed on or accompanying any payment: To interest, late fees, costs and attorneys' fees, and annual and/or special assessments first due and owing. If payment is made by check which fails to clear, then the owner shall be considered not to have made payment.

D. Collection of a Charge. The Association may bring an action to recover a money judgment or a foreclosure for the unpaid Charges and shall be entitled to recover interest, late fees, and all costs of collection, including Court costs and paralegal and attorneys' fees. This subsection is not intended to interfere with or alter in any way the entitlement of costs of collection, including Court costs, attorneys' fees and paralegal fees, as same are set forth in the Long-Term Lease. Accordingly, notwithstanding the language of subparagraph D herein, in any suit between the Association and the Lessor, the entitlement to costs of collection, including Court costs and paralegal and attorneys' fees shall be exclusively determined pursuant to the terms of the Long-Term Lease.

The Declaration is hereby amended to revise Section XIII by adding the following:

Regarding Vehicles:

1. In order to maintain the high standards of the properties with respect to residential appearance, the following vehicles ARE PERMITTED to be parked in or around the properties of the Norwich K Condominium Association, Inc.:

a. Passenger automobiles inclusive of residential, class 2 pick-up trucks, ½ ton or smaller, with a properly covered bed, no ladder or ladder racks, no signs and no visible storage (examples include F150 (or smaller), 1500 versions, Tundra, Titan). Pick-up trucks that meet these requirements must have prior Board approval prior to parking them on Association property.

b. Passenger vans, including mini-vans, that are not a commercial vehicle as defined below; which contains windows on the rear of a vehicle, on both sides of the vehicle adjacent to the first row of seating, and also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating; and are no longer than two hundred twenty (220) inches in length (bumper to bumper) and no wider than eighty (80) inches, not including mirrors.

c. Jeeps, Broncos, Range Rovers, Expeditions or other similarly designed SUV passenger vehicles used by the owner as their primary mode of transportation and no wider than 80 inches, not including mirrors.

d. Motorcycles and Mopeds with Board approval.

e. Bicycles must be properly stored in the Association designated bike rack or inside the unit at all times.

f. Golf carts with Board approval.

2. In order to maintain the high standards of the properties, the following vehicles ARE STRICTLY PROHIBITED from being parked or stored in or around the Common Elements of the Norwich K Condominium unless prior approval has been given by the Board of Directors. The Board of Directors has the power to establish common element parking for the benefit of certain oversized vehicles and has the power to promulgate new rules regarding parking and permitted vehicles from time to time.

a. All vehicles longer than two hundred twenty (220) inches in length (bumper to bumper) and wider than eighty (80) inches.

b. Commercial vehicles, (including automobile, vans trucks, etc. used for commercial purposes) conversion vans and enclosed vans unless prior Board Approval is obtained. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.

c. Vehicles are prohibited from displaying any commercial signage.

d. The following prohibited vehicles include: all residential and commercial pick-up trucks, golf carts, agriculture vehicles; dune buggies; swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing unless specified below; semis or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined above in this document; campers; recreational vehicles; mobile homes or mobile houses; truck mounted campers attached or detached to the truck chassis; motor homes or motor houses; boat and boat trailers; motor vehicles that are an eyesore, including and not limited to motor vehicles not having any bodies whatsoever, or incomplete bodies or PODS; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the

exterior of a vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires.

3. The following additional regulations apply:

a. All owner and Resident vehicles must be parked in their designated parking spot as promulgated by the Board from time to time.

b. Vehicles must be parked head-in only, completely to bumper stops.

c. No motor vehicles, including moving vans, shall be parked at any time on the grass/swales (except for landscaping equipment at the direction of the Board of Directors).

d. All vehicles must appear in working order; no vehicles on blocks, jacks or ramps, shall be permitted.

e. No repairs (including changing of oil) of a vehicle shall be made on Condominium property except for minor repairs necessary to permit removal of a vehicle.

f. Vehicle washing with care is permitted only by unit owners or unit renters, and may only be for those owner or Residents' vehicles. Washing of prohibited vehicles, or non-resident vehicles, is prohibited. Use of water hoses or water outlets for washing vehicles by non-residents is prohibited.

g. Removal of oil spots left on the pavement by vehicles shall be the responsibility of the unit owner and any damage may be chargeable to the unit owner's unit by the Association.

h. Any violations of the above will be subject to tow by the Norwich K Condominium Board of Directors or designated representatives without further notice to the vehicle owner and at vehicle owner's expense.

i. The Board of Directors shall have the absolute discretion to determine that any vehicle is not in conformance with the overall appearance of the community or with the provisions therein contained. The Board of Directors may grant exceptions to the above restrictions for fair housing purposes and for vehicles which are parked or stored on a temporary basis only between the hours of 7am and 7pm.

4. Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. In the event that the Association incurs an expense with the tow and the vehicle owner fails to pay such costs upon demand, the owner for himself/ herself or as the owner of the vehicle for his/her family, tenants, guests, employees, visitors, etc. as owner(s) of the

vehicle shall be liable for the costs as a Charge, which shall be collectible by the Association as Charges are collected under this Declaration.

5. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Article by Injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Condominium Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Article.

Motorcycles, mopeds, and golf carts with valid registration shall be allowed with Board approval, provided that they do not occupy or encroach on another owner's parking space. Parking violations are subject to towing at the tenant, guests or owner's expense.

The Bylaws are hereby amended to revise Article XVII by adding the following:

23. Motorcycles, mopeds, and golf carts with valid registration shall be allowed with Board approval, provided that they do not occupy or encroach on another owner's parking space. Parking violations are subject to towing at the tenant, guests or owner's expense.