

This instrument was prepared by:
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Becker & Poliakoff, P.A.
500 Australian Avenue South
9th Floor
West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
SUSSEX "H" CONDOMINIUM
AND THE BYLAWS OF
SUSSEX "H" CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the **Declaration of Condominium** for Sussex "H" has been duly recorded in the Public Records of **Palm Beach County**, Florida, in Official Record Book **2288** at Page **1386**; and

WHEREAS, the **Bylaws** for Sussex "H" Condominium Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of , a Florida not-for-profit corporation, held on **February 11, 2001**, the aforementioned **Declaration of Condominium and Bylaws** were amended pursuant to the provisions of said **Declaration and Bylaws**.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration and Bylaws is a true and correct copy of the amendments as amended by the membership:

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM
OF SUSSEX "H" CONDOMINIUM**

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

1. Amendment to Article I.V as follows:

V. Management Firm means and refers to any firm being licensed under Part VIII, Ch. 468, F.S., as amended or renumbered from time to time, or The United Civic Organization, Inc. (hereinafter "UCO" being responsible for the management of the Condominium property, as provided in Section 718.3025, F.S., as amended or renumbered from time to time, and which is hired or retained by the Board of Directors to perform management services for the Association from time to time. Use of the term "Management Firm or Association" or similar phrases shall mean the Management Firm's action if a Management Agreement is in effect and shall mean the Association action if no Management Agreement is in effect.

2. Amendment to Article XIII 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, and for no other purpose. No person under the age of fifty-five (55) years of age shall be permitted to reside in any of the units or rooms thereof in this condominium, except that children under the age of fifteen (15) may be permitted to visit and temporarily reside for reasonable periods not in excess of 30 days in any calendar year.

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; provided, however, at least eighty percent (80%) of

the occupied units must have at least one (1) occupant fifty-five (55) years of age or greater.

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.

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.

In no event may any person or entity (except for the Association acquiring a unit in any manner, or an institutional mortgagee acquiring a unit through foreclosure or deed in lieu of foreclosure) own or have any ownership interest (legal or equitable) in more than one (1) unit in the Condominium, including, without limitation, individually, jointly or 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.

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, or otherwise, nor shall the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

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.

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.

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 Century Village Club 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.

The initial Rules and Regulations are as set forth in the Bylaws of the Association, which are annexed hereto as "Exhibit No. 2", and same shall be deemed effective until amended, as provided in the Bylaws.

AMENDMENTS TO THE
BYLAWS OF
SUSSEX "H" CONDOMINIUM ASSOCIATION, INC.

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

1. Amendment to Article II, Section 3 as follows:

3. Quorum. Unless otherwise provided in these Bylaws the presence in person or by proxy of ~~the a majority of the~~ unit owners of not less than five (5) units total votes shall constitute a quorum. The term majority of the unit owners total votes, as such term may be used herein, shall mean unit owners holding 51% of the votes.

2. Amendment to Article XVII, Section 3(9) of the Bylaws as follows:

9. The parking facilities shall be used in accordance with the regulations adopted by the Management Firm as previously provided, and thereafter by the Board of Directors. No vehicle which cannot operate on its own power shall remain on the Condominium premises for more than twenty-four hours, and no repair of vehicles shall be made on the Condominium premises. Each unit shall be assigned no more than one (1) parking space on the Condominium Property. No more than two (2) vehicles per unit shall be allowed to park permanently on the Condominium Property. Such second vehicles must park in the spaces at the west end of the Condominium Property designated by the Board of Directors from time to time, or in the guest parking spaces located at the east end of the Condominium Property.

The following guidelines shall apply with regard to permitted and prohibited vehicles on the Condominium property:

- A. ONLY passenger vehicles may park on the Condominium properties, subject to the specific restrictions set forth in sub-paragraph B below. Sport utility vehicles (SUV's) shall be regarded as passenger vehicles.
- B. Without limiting the general provisions set forth above, the following types of vehicles WILL NOT be permitted to park on the Condominium property, except as provided by sub-paragraph C below:
 - (1) Commercial vehicles of any type.
 - (2) Motorcycles or other two-wheeled motorized vehicles;
 - (3) Limousines or "stretch" limousines;
 - (4) Trucks of any type, including, without limitation, pick-up trucks;
 - (5) Agricultural vehicles;
 - (6) Dune buggies;
 - (7) Any trailer or other device transportable by vehicular towing;
 - (8) Semis, tractors or tractor trailers;
 - (9) Buses;

- (10) Travel trailers;
- (11) Boats and boat trailers with or without boats;
- (12) Vehicles which are not fully mechanically operable or not currently licensed for use;
- (13) Motorcycle delivery wagons;
- (14) Recreational vehicles;
- (15) Mobile homes or mobile houses;
- (16) Truck mounted campers attached or detached from the truck chassis;
- (17) Motor homes or motor houses;
- (18) Motor vehicles not having any bodies whatever, or incomplete buggies;
- (19) Swamp buggies;
- (20) Passenger automobiles that have been converted to a different type of vehicle by replacing the original body, or by modifying the exterior and/or interior of the vehicle.

- C. While engaged in making deliveries or service calls, trucks and other commercial vehicles may be parked in designated areas for short periods, but not overnight.
- D. All vehicles parked on the Condominium property contrary to the provisions contained herein shall be subject to being towed in accordance with Section 715.07, Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.
- E. Notwithstanding anything herein to the contrary, but subject to paragraph C, no vehicle or other device shall be permitted to park on Condominium property for other than delivery purposes, if its dimensions exceed the dimensions of the parking space assigned or designated or located on the Condominium property.

3. Amendment to Article VI, Section 1 as follows:

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time, upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association and may be designated by the said Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association; provided, however, that upon written authorization executed and approved by all of the Directors, one officer may be designated to sign checks and other Association documents (unless otherwise provided by law), and such authorization shall be effective for one (1) year unless modified or rescinded by the unanimous consent of the Board of Directors, and upon its expiration or termination such authorization may be renewed or modified (by designating a different officer) by another agreement approved and executed by all of the Directors. ~~the provisions of the Management Agreement between the Association and the Management Firm relative to the subject matter of this Section shall supersede the provisions hereof.~~

WITNESS my signature hereto this 26 day of MARCH, 2001, at West Palm Beach, Palm Beach County, Florida.

SUSSEX "H" CONDOMINIUM ASSOCIATION, INC.

DONALD GRIFFITH

Witness

Donald Griffith

(PRINT NAME)

By: Frank Wible

President

Constance J. Griffith

Witness

Attest: Sidney Frank

Secretary

CONSTANCE J. GRIFFITH

(PRINT NAME)

STATE OF FLORIDA :

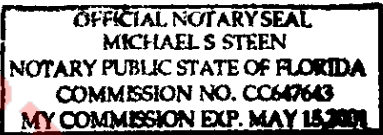
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 26 day of MARCH 2001, by SIDNEY FRANK and SECRETARY, as FRANK WIBLE and PRESIDENT respectively, of Sussex "H" Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

Not

Michael S. Steen (Signature)

MICHAEL S. STEEN (Print Name)



Notary Public, State of Florida at Large