CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Maybury Mansions Association, Inc., a Florida not for profit corporation, and the Secretary, do hereby certify that the attached amendments to the Declaration of Condominium of Maybury Mansion Association, Inc., as originally recorded in Official Records Book 3034 Page 118, Broward County, Florida were made at a duly noticed meeting and received the required number of votes of the owners.

RESOLVED that the Declaration of Condominium of Maybury Mansions Condominium, Inc., is hereby amended. IN WITNESS, WHEREOF, the Association has hereunto signed and scaled on this day of Abremaer, 20 22. Doborah Gall Huston Signed, sealed and delivered Notary Public In our presence as witnesses: State of Florida Comm# HH057962 Expires 10/28/2024 Witness Denis as Secretary Province Onter HTY OF Winapara SWORN AND SUBSCRIBED before me on this as Secretary, who are personally known to me or who produced as identification and who did take an oath. Notary Public, State-of Florida-Province of

AMENDMENTS TO THE DECLARATION OF MAYBURY MANSIONS ASSOCIATION, INC.

The declaration of condominium was originally recorded in Official Records Book 3034 Page 118, Broward County, Florida.

Please Note: Words to be added to the original text are <u>underlined</u>. Words to be deleted from the original text are stricken-thru.

$\underline{\mathbf{IIIX}}$

RESIDENTIAL USE RESTRICTIONS APPLICABLE TO PRIVATE DWELLINGS

Each PRIVATE DWELLING is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any PRIVATE DWELLING shall permit use of the same for transient, hotel or commercial purposes. Occupancy regulations are as follows: One (1) Bedroom - no more than 2 authorized related or unrelated occupants. Two (2) Bedrooms - no more than 2 authorized related or unrelated occupants or no more than 4 authorized immediate family members.

Inasmuch as this Condominium has a strong residential character and it is the intent that the owner of each PRIVATE DWELLING shall occupy and use such PRIVATE DWELLING for himself or herself and his or her immediate family and for no other purpose and to inhibit transiency, impose continuity of residents, and to discourage investment ownership, no person shall, directly or indirectly, through any corporation, trust, estate, partnership or other business or other entity (except ASSOCIATION) or any family member, hold an ownership interest, whether legal, equitable or beneficial, to more than two (2) PRIVATE DWELLINGS at any time. Family member, as that term is used herein, shall mean the owner and the owner's spouse, and such persons' parents, grandparents, children, grandchildren, brothers, sisters, aunts, uncles, nieces, nephews and the spouses of such persons.

Notwithstanding anything contained in this Declaration of Condominium, the By-Laws, Rules and Regulations, or Articles of Incorporation, or any amendments to any of the listed documents, to the contrary, the leasing, sub-leasing, or renting of units is expressly prohibited. This prohibition only applies to those acquiring an ownership interest in a unit on or after the date this amendment is recorded. It also does not apply to anyone that acquires an ownership interest directly from a currently existing owner by way of devise, inheritance, or gift. This prohibition does not apply to units owned by the Association.

Article XXV

RIGHT OF FIRST REFUSAL TO ASSOCIATION TO LEASE OR PURCHASE PRIVATE DWELLINGS

With the exception of transfers of ownership of any PRIVATE DWELLING by one spouse to another, should the owner of any PRIVATE DWELLING be desirous of leasing-or

selling such PRIVATE DWELLING, ASSOCIATION is hereby given and granted the right of first refusal to lease or purchase such PRIVATE DWELLING, as the case may be, on the terms and conditions herein stated, and no owner of PRIVATE DWELLING shall lease or sell the same to any party without first giving ASSOCIATION notice in writing of such lease or sale as herein provided, thereby giving ASSOCIATION the opportunity to determine whether it will exercise the right of first refusal to lease or purchase said PRIVATE DWELLING on the same terms and conditions as those contained in any bona fide offer which the owner of such PRIVATE DWELLING may have received for the lease or purchase of his said PRIVATE DWELLING. Whenever the owner of any PRIVATE DWELLING has received a bona fide offer to lease or purchase his PRIVATE DWELLING and is desirous of accepting such bona fide offer, a bona fide offer being defined herein as an offer in writing, binding upon the offeror and containing all the pertinent terms and conditions of such lease or sale, and accompanied by an earnest money deposit in an amount equal to at least 10% of the purchase price if the same is an offer for the purchase of such PRIVATE DWELLING, the owner of such PRIVATE DWELLING shall notify the Board of Directors of ASSOCIATION in writing by registered or certified mail sent to the offices of said Corporation, or by personal delivery made to the President or Secretary of said ASSOCIATION, of his desire to accept such offer for the lease or purchase of his PRIVATE DWELLING, stating the name, address, business, occupation or employment, if any, of the offeror, an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice. If ASSOCIATION is desirous of exercising its option to lease of purchase said PRIVATE DWELLING on the same terms and conditions as are contained in said bona fide offer, then ASSOCIATION shall notify the owner of said PRIVATE DWELLING desiring to lease or sell the same of the exercise by ASSOCIATION of its election to so lease-or purchase said PRIVATE DWELLING, such notice to be in writing and posted by registered or certified mail to said owner within fourteen (14) days from receipt by ASSOCIATION of owner's notice to said Corporation as hereinabove required, or said notice in writing may be personally delivered to said owner within said fourteen (14) day period. If ASSOCIATION has elected to lease or purchase such PRIVATE DWELLING, then, upon notifying the owner of such PRIVATE DWELLING of its election to lease-or-purchase said PRIVATE DWELLING, ASSOCIATION shall execute a lease or contract to purchase, and shall consummate such contract to purchase, all on the same terms and conditions as those contained in said bona fide offer. When any owner of a PRIVATE DWELLING has notified ASSOCIATION as above provided of his desire to lease or sell his PRIVATE DWELLING, such owner shall be free to consummate such lease-or sale of his PRIVATE DWELLING unless, within fourteen (14) days after the owner has delivered his required notice to ASSOCIATION, ASSOCIATION has notified said owner of its intention to exercise its right of first refusal and to lease-of purchase such PRIVATE DWELLING. However, in said event, the owner of said PRIVATE DWELLING to any party other than the party designated to the Board of Directors of ASSOCIATION in the aforedescribed and required notice, nor for any lower rental or purchase price, nor on any more favorable terms and conditions than those originally contained in shall bona fide offer presented to ASSOCIATION, without again giving ASSOCIATION the right of first refusal to lease or purchase such PRIVATE DWELLING in the manner above provided.

If the Board of Directors of ASSOCIATION shall so elect, it may cause its right of first refusal to-lease-er purchase any PRIVATE DWELLING to be exercised in its name for itself or for a party approved by said Board of Directors, or said Board of Directors of ASSOCIATION may elect to cause said PRIVATE DWELLING to be leased-or purchased directly in the name of a party approved by it, which party shall enter into a-lease-or contract to purchase and consummate

such contract to purchase said PRIVATE DWELLING in the same manner as would ASSOCIATION upon its exercise of said right of first refusal to lease or purchase such PRIVATE DWELLING. Whenever such right of first refusal granted to ASSOCIATION is to be exercised in the name of a party approved by ASSOCIATION, notice of such location as required herein shall be executed by ASSOCIATION and the party approved by the Board of Directors of said Corporation.

In the event that the owner of a PRIVATE DWELLING shall lease or sell such PRIVATE DWELLING without giving written notice to ASSOCIATION as herein provide, to the end that said Board of Directors of ASSOCIATION is not afforded the opportunity to determine whether or not it will elect to lease or purchase said PRIVATE DWELLING prior to the consummation of such lease-or purchase and on the terms and provisions thereof, then the said ASSOCIATION shall have the right to redeem said PRIVATE DWELLING from such lease or sale transaction by reimbursing the lessee for the amount of any rent-paid in advance, and by executing a lease in favor of the owner of such PRIVATE DWELLING identical with that being redeemed, or by refunding unto the purchaser of such PRIVATE DWELLING the purchase price paid therefor, in which latter event, the purchaser of such PRIVATE DWELLING shall convey the same to ASSOCIATION or to a party designated and approved by ASSOCIATION. The right of redemption granted herein shall exist for a period of six (6) months from the date on which such lease or sale may be consummated without prior notice to the Board of Directors of ASSOCIATION as required herein, but such PRIVATE DWELLING may not be redeemed by the Corporation from said lease or sale transaction after the expiration of paid six (6) month period. In the event that such sale or lease of a PRIVATE DWELLING has been accomplished without the prior notice to the Board of Directors of ASSOCIATION as required herein, and without affording said Board of Directors of ASSOCIATION the opportunity to determine whether or not it will exercise its first right to lease or purchase such PRIVATE DWELLING on the terms and conditions offered, the lease-or purchaser in such transaction shall notify the Board of Directors of ASSOCIATION of his lease or purchase of such PRIVATE DWELLING, such notice to be in writing and to state the name and address, and business, occupation or employment, if any, of such lessee or purchaser, and the terms and conditions of said lease or purchase, such notice to be in writing and to be delivered to ASSOCIATION in the same manner as such notice is required to be given prior to consummation of such lease-or sale transaction. Thereafter, the Board of Directors of ASSOCIATION shall have twenty (20) days from receipt of such notice within which to exercise the right of redemption granted to ASSOCIATION and to accomplish such redemption. Failure to exercise said right of redemption and to accomplish the redemption of said lease or purchase within said twenty (20) day period of time, provided the same is not obstructed by the party from whom such redemption must be made, shall cause the right or redemption granted to ASSOCIATION to terminate and expire as to said-lease-or purchase transaction.

Not withstanding the foregoing, no unit owner may dispose of a PRIVATE DWELLING or any interest therein by lease for a period of one (1) year after acquiring title to any PRIVATE DWELLING. The foregoing one (1) year moratorium on leasing shall not apply to any PRIVATE DWELLING owned by the ASSOCIATION. No PRIVATE DWELLING shall be leased unless the terms and provisions of such lease shall provide that such PRIVATE DWELLING may not be sublet without the prior written approval of ASSOCIATION being first had and obtained, and any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of PRIVATE DWELLINGS and COMMON PROPERTY

contained in this Declaration of Condominium as presently exist or may be subsequently amended, and with the rules and regulations contained herein or hereafter established by ASSOCIATION governing the use of such PRIVATE DWELLING and COMMON PROPERTY; and should any lessee not comply with such covenants, then ASSOCIATION shall be given the right to cancel and terminate such lease, all without any obligation to owner, and in said respect, ASSOCIATION shall be regarded as the owner's agent, fully authorized to take such stops as may be necessary to effect the cancellation and termination of such lease.

The right of first refusal granted to ASSOCIATION shall not apply or be operative to any foreclosure or other judicial sale of a PRIVATE DWELLING, although the tittle of the purchaser at any foreclosure or judicial sale shall thereafter be subject to the right of first refusal granted to ASSOCIATION pertaining to the lease or sale of such PRIVATE DWELLING.