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CFN 20250080784
OR BK 35596 PG 659
RECORDED 3/7/2025 1:32 PM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 659 - 673; (15pgs)

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
CAMBRIDGE AT WYCLIFFE, ARTICLES OF INCORPORATION AND BYLAWS OF
CAMBRIDGE AT WYCLIFFE HOMEOWNERS ASSOCIATION, INC.**

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
CAMBRIDGE AT WYCLIFFE, ARTICLES OF INCORPORATION AND BYLAWS OF
CAMBRIDGE AT WYCLIFFE HOMEOWNERS ASSOCIATION, INC. is made by the
President and Secretary of the CAMBRIDGE AT WYCLIFFE HOMEOWNERS
ASSOCIATION, INC. ("Association").

W I T N E S S E T H:

WHEREAS, the original Declaration of Restrictions and Protective Covenants for
Cambridge at Wycliffe was recorded commencing at Official Records Book 6331, Page
1208 of the Public Records of Palm Beach County, Florida, and established covenants
running with the land therein described;

WHEREAS, the Amended and Restated Declaration of Restrictions and Protective
Covenants for Cambridge at Wycliffe ("Amended and Restated Declaration", Articles of
Incorporation and Bylaws were recorded commencing at Official Records Book 20502,
Page 1518 of the Public Records of Palm Beach County, Florida, and further established
covenants running with the land therein described;

NOW, THEREFORE, the President and Secretary of the Association hereby certify
that:

1. The Amendments, attached hereto as Exhibit "A", to the Amended and
Restated Declaration, Articles of Incorporation and Bylaws have been properly and duly
approved and adopted by the Association pursuant to the requirements of the Amended
and Restated Declaration, Articles of Incorporation and Bylaws.

2. The Amendments attached hereto as Exhibit "A" to the Amended and Restated
Declaration, Articles of Incorporation and Bylaws shall run with the real property subject
to the Amended and Restated Declaration and shall be binding on all parties having any
right, title or interest in the real property subject to the Amended and Restated

Declaration, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 18 day of February, 2025.

CAMBRIDGE AT WYCLIFFE HOMEOWNERS ASSOCIATION, INC.

[Signature]
Witness signature
Brittney Carrasquillo
Printed Name
Post office address:
3900 Woodlake Blvd., #309
Lake Worth, FL 33463

By: [Signature]
Michael Fish, President
Post office address:
3900 Woodlake Blvd., #309
Lake Worth, FL 33463

[Signature]
Witness signature
Brittney Carrasquillo
Printed name
Post office address:
3900 Woodlake Blvd., #309
Lake Worth, FL 33463

Attest: [Signature] Secretary
Herbert Paul Lerner, Secretary
Post office address:
3900 Woodlake Blvd., #309
Lake Worth, FL 33463

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing Certificate of Amendment was acknowledged before me this 18 day of February, 2025, by means of ☒ physical presence or ☐ online notarization, by Michael Fish as President and Herbert Paul Lerner as Secretary of the Cambridge at Wycliffe Homeowners Association, Inc., a Florida not-for-profit Corporation, on behalf of said Corporation. The signatories are personally known to me or they have produced _____ as identification.

WITNESS my signature and official seal at GKS Community management, in the County of Palm Beach, State of Florida, the date and year last aforesaid.

NOTARY PUBLIC, State of Florida at Large
My Commission Expires:

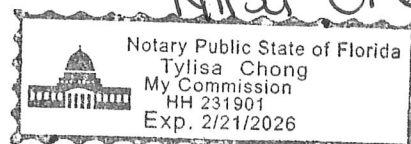


EXHIBIT "A"

**AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS FOR CAMBRIDGE
("Declaration"), ARTICLES OF INCORPORATION ("Articles of Incorporation")
AND BYLAWS ("Bylaws") OF CAMBRIDGE AT WYCLIFFE
HOMEOWNERS ASSOCIATION, INC.**

[Added language is underlined. Deleted language is ~~stricken through~~.]

1. Article I, Section (f) of the Declaration is amended to read as follows:

"(f) "Master Association" shall mean and refer to WYCLIFFE COMMUNITY GOLF AND COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation."

2. Article IV, Sections 4, 6 and 7 of the Declaration are amended to read as follows:

"Section 4. Special Assessments. A special assessment may be levied against one or more Lots for the following:

(a) special services to a specific unit or units which services are requested by the Owner(s) thereof pursuant to Section 5 of Article III;

(b) charges for expenses of the Association which are not General Expenses but which are attributable to a specific unit or units and which are designated as a special charge;

(c) reimbursement for damages caused by a Unit Owner or Owners, their family members, guests, invitees or tenants;

(d) late charges, user fees, fines and penalties;

(e) any other charge which is not a General Expense.

In addition to any annual assessments, the Board of Directors may impose a special assessment against all Lots for a purpose or need not funded by the budget. Special assessments shall be paid at the times and in the manner that the Board of Directors may require. ~~Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the~~

~~necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the members of the Board of Directors of the Association."~~

* * * * *

"Section 6. Collection of Assessment; Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid when due, then such assessments shall become delinquent and shall, together with such interest thereon, late fees and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from Grantor the amounts paid by the Grantee therefor.

If the assessment is not paid within fifteen (15) days after the due date, the Association may impose a late charge of not to exceed the greater of \$25.00 or five percent (5%) of the amount of each installment that is paid past the due date; and interest at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid, or may foreclose the lien against the property on which the assessment is unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action as well as any other attorney's fees incurred, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, late fees and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder including, if required pursuant to the Master Declaration, the payment of Master Association Assessments."

* * * * *

"Section 7. Priority of Association's Lien. The Owners of a Lot are jointly and severally liable with the previous Lot Owner for all unpaid assessments, and to the extent allowed by law, interest, late fees, and attorney and paralegal fees and costs that came

due up to the time of transfer of title. The Association's lien relates back to the recording of the original Declaration for Cambridge.

However, as provided in Florida Statute 720.3085, as amended from time to time, the liability of a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that become due before the mortgagee's acquisition of title, shall be the lesser of:

1. The Lot's unpaid regular periodic or special assessments that accrued or became due during the twelve (12) months immediately preceding the acquisition of title for which payment in full has not been received by the Association; or

One (1%) percent of the original mortgage debt.

The limitations on first mortgagee liability provided in this section apply only if the first mortgagee filed suit against a Lot Owner and initially joined the Association as a defendant in the mortgage foreclosure action.

For the purposes of this section, the term "successor or assignee" used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

If a party other than the first mortgagee or its successor or assignee as a subsequent holder of the first mortgage, buys a Unit at the foreclosure sale, that party is obligated to pay the Association all unpaid back assessments, and to the extent allowed by law, interest, late fees, and attorney and paralegal fees and costs.

Once a first mortgagee takes title, the mortgagee is responsible to pay assessments the same as any other Owner.

Notwithstanding the above, if a first mortgage is recorded in the Public Records after the Association's Claim of Lien is recorded, the first mortgagee which buys back the Unit at the foreclosure sale is responsible for all unpaid back assessments, and to the extent allowed by law, interest, late fees, and attorney and paralegal fees and costs.

The Association assessments are superior in priority to second and third mortgages regardless of whether the Association has recorded a lien prior to the second or third mortgage being recorded. If a second or third mortgage holder files a foreclosure action, the second or third mortgage holder or any other person or party who buys the Lot at the foreclosure sale is responsible for all unpaid back assessments, and to the extent allowed by law, interest, late fees, and attorney and paralegal fees and costs.

Subordination of the Lien to Mortgage. The lien of the assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded

~~prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank, credit union, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration or lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an institutional lender shall be deemed an institutional lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and any similar institutions created in the future shall be deemed institutional lenders, regardless of where any mortgage held by any of them originated. A mortgagor in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 7 shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place."~~

3. Article VI, Section 6 of the Declaration is amended to read as follows:

"Section 6. Nuisances. No Owner shall use the Owner's Lot or permit the Lot to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Lot, or which would not be consistent with the maintenance of the highest standards for a first class residential development. The Owner shall not permit the premises to be used in a disorderly or unlawful way. The Lot Owner shall keep all parts of the Lot in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. The use of each Lot shall be consistent with existing laws and the Association's governing documents and rules and the Master Association's governing documents and rules. The Lot Owner, tenant, occupants and visitors shall at all times conduct themselves in a peaceful and orderly manner. No Owner shall permit noise at the Lot which unreasonably interferes with the peaceful possession of other Owners. No Owner shall permit any use of his or her Lot or of the Common Area which will increase the rate of insurance upon the Common Area. The Board of Directors' determination as to whether conduct constitutes a nuisance shall be conclusive.

No structure of a temporary character, or trailer, tent, mobile home, or recreational vehicle shall be permitted on any Lot either temporary or permanently. No gas tank, gas container, or gas cylinder, shall be permitted to be placed on or about the outside of any house or any ancillary building. Gas containers may be placed above ground when used

for barbecues, if enclosed on all sides by a screening or a decorative safety wall approved by the Architectural Control Board referred to in Section 12 hereof and not in view of the public and not on common areas.”

4. Article VI, Section 19 of the Declaration is amended to read as follows:

“Section 19. Sale, Transfer of Ownership and Leasing:

A. Sale and Leasing. No Owner may sell a Lot, otherwise convey title to a Lot, or lease a Lot, without application to and prior written approval from the Association.

(1) Application and Approval. An Owner intending to sell a Lot, otherwise convey title to a Lot or lease a Lot, shall submit a properly completed application to the Association, including the name and address of the intended tenant(s), purchaser(s), transferee(s), and all occupants (hereinafter referred to as “applicant(s)”), and such other information concerning the applicant(s) as the Association may reasonably require. The Association may charge a reasonable application fee as determined by the Board.

A renewal or extension of a lease shall be subject to Association approval, although the Association shall not require the application fee to be paid again for a renewal or extension so long as there are no changes in the tenants or occupants.

Under no circumstances shall any tenants be permitted to move into a Lot prior to obtaining written approval of the lease from the Board.

Within thirty (30) days after receipt of the application, information required by the Association, the Association shall either approve or disapprove the proposed lease, sale or conveyance.

If approved, the approval shall be stated in a certificate executed by a Board member of the Association. A certificate of approval for a sale or conveyance of title shall be in recordable form, and the purchaser(s)/transferee(s), at purchaser(s)/transferee(s)' expense, shall record the certificate in the Public Records of Palm Beach County, Florida along with the deed. A certificate for approval of a lease shall not be recorded.

B. Guest Occupying Lot Where Owner Not Present. A guest residing in a Lot for longer than thirty (30) days in a calendar year where the Owner is not present, shall be deemed to be leasing the Lot subject to all the restrictions on leasing including the application and approval requirements.

Exception: Occupancy by Parents or Children of Owner. A Lot may for estate planning or tax purposes be occupied by the parent(s) or children of the Owner(s) and in such a situation, the parent(s) or children shall not constitute tenant(s). However, in these

situations where the Lot is occupied by the parent(s) or children of the Owner(s), the occupancy shall be subject to the tenant screening and approval process, which includes the right of the Board of Directors to disapprove the occupancy.

If the Association observes that a Lot is occupied by people other than the Owners or Association approved tenants, based on change in vehicles, or other observations, the Owner, tenants and the guests or occupants shall promptly comply with Association requests for identification and information about the occupancy and family relationship of the occupants.

C. Disapproval for Good Cause. If the Association disapproves sale, conveyance or lease, the Association shall notify the Owner(s) in writing of the disapproval, and the sale, conveyance or lease shall not be made. The Association shall act reasonably and may disapprove a lease, sale or conveyance only for good cause. The Board shall consider the following factors as constituting good cause for such disapproval:

(1) The occupancy and/or use of the Lot by the applicants or any intended occupant of the Lot would violate the Association's governing documents, rules and regulations or law or would violate the governing documents or rules of the Master Association;

(2) The application for approval on its face indicates that the applicant or any intended occupant of the Lot intends to conduct himself or herself in a manner inconsistent with the Declaration or rules and regulations or those of the Master Association. By way of example, but not limitation, an Owner allowing a tenant to take possession of the premises prior to approval by the Association as provided for the herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;

(3) The applicant or any intended occupant of the Lot has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in the Wycliffe community as a tenant, Owner or occupant;

(4) The applicant 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;

(5) The Owner requesting the transfer has had fines or other Association money obligations assessed against the Owner which have not been paid; or

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

D. Tenant Shall Comply With the Rules. A tenant leasing a Lot is deemed to

have agreed to observe and comply with all statutes, ordinances, and the governing documents and rules and regulations of the Association and those of the Master Association. When Owner(s) submit an application to lease the Lot, the Association may require the prospective tenant(s) and the Owner(s) to sign an agreement specifically agreeing to comply with all statutes, and the governing documents and rules and regulations of the Association and those of the Master Association.

E. Unauthorized Lease, Sale or Conveyance. Any lease, sale or other conveyance of title that is not approved by the Association pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association. If the Association disapproves the lease, sale or conveyance, the lease, sale or conveyance shall be null and void and confer no right, title or interest in the intended tenant(s), purchaser(s) or transferee(s).

F. Copy of Deed to Association. The purchaser(s) or other persons receiving title to a Lot shall within ten(10) days after the conveyance, provide the Association's Board with a copy of the deed or other instrument conveying title to the Lot.

G. Form of Lease. All leases shall be in writing. Owners shall provide the prospective tenant, purchaser, or transferee with a complete legible copy of the Declaration, the Association's Articles of Incorporation, Bylaws, and Rules and Regulations, and those of the Master Association, each as amended, and shall certify in writing that legible photocopies of these documents have been provided to the prospective tenant, purchaser, or transferee.

H. Owner and Tenant Liable to Association for Damage Caused by Tenant. The Owner and Owner's tenants shall be jointly and severally liable to the Association for all damage to persons and property caused by the Owner, tenant or any family members, guests, or invitees of the Owner or tenant. If there is any damage, or situation requiring cleanup, to Common Area, any other property maintained by the Association, or Master Association property, resulting from acts or omissions of the tenants, or any family members, guests, or invitees of the tenant or Owner (as determined in the sole discretion of the Association), the Association may impose the cost of repairing such damage or performing maintenance or cleanup, as an assessment and lien against the Owner's Lot.

I. Default in Payment of Assessments While Lot Leased. If the Owner defaults in payment of Association assessments while the Owner's Lot is leased, then the Association may require the tenant to pay the rent to the Association sufficient to satisfy the assessment obligation, including any interest, late fees and attorneys' fees and costs incurred by the Association. The Owner is deemed to have assigned the rent to the Association if the Owner defaults in payment of assessments. The tenant shall pay the rent to the Association upon written demand by the Association notifying the tenant that the Lot is delinquent in payment of assessments. This remedy is in addition to all other remedies of the Association.

J. Subleasing and Rental of Rooms Prohibited. There shall be no subleasing. Only the entire Lot may be leased. No rooms may be rented. Use of a Lot as a boarding house is prohibited.

Lots and homes shall not be used for transient, hotel or motel purposes. The Owner shall not lease, rent out, host for a fee or otherwise allow use a home for a fee or portions of a homes for a fee (whether or not the Owner is in occupancy) through Airbnb, HomeAway, VRBO or any other rental or vacation rental arrangement unless the lease/rental otherwise complies with this Declaration, including lease term requirements; and application and prior written Association approval is obtained for each and every lease and rental.

K. Minimum and Maximum Lease Term; Frequency of Leasing. The minimum permitted lease term is three(3) months. The maximum permitted lease term is one(1) year. A Lot Owner shall not lease or rent the Lot more than one(1) time per year, measured from the beginning of the lease.

L. Remedies if Tenant Violates Restrictions. The Association shall otherwise have the authority to bring an action or eviction action because of the tenants' violation of the governing documents and/or rules and regulations of the Association or those of the Master Association. The Association may use the summary procedures of Chapter 51, Florida Statutes in any eviction action. The Association may recover its attorneys' fees and costs against the Owner(s) and the tenants jointly and severally regardless of whether or not litigation is commenced, which attorneys' fees and costs shall also constitute and may be collected by the Association as an assessment and lien against the Owner and Owner's Lot.

M. Exceptions to Requirement of Association Approval. The foregoing requirements for Association approval of sales or conveyances shall not apply to:

(1) a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as a result of owning a mortgage upon the Lot concerned, whether the title is acquired by deed from the mortgagor, its successors or assigns, or through foreclosure proceedings; or

(2) a transfer to a purchaser who acquires the title to a Lot at a duly advertised public sale with open bidding that is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

N. Ownership by an Entity. There is concern about problems with an entity (corporation, partnership, limited liability company, trust, etc.) purchasing a Lot, installing actual or de facto tenants as occupants but representing to the Association that the occupants are part of the Owner by virtue of being trust beneficiaries, members of an LLC

owner, stockholders or have other ownership rights. This may occur when a Lot is purchased at a foreclosure sale. The entity owner by such method could seek to avoid restrictions on leasing. Further, the entity owner may also fail to pay Association assessments, forcing the other Association to absorb the unpaid debt, often for extended period until a first mortgage holder or Master Association forecloses. The following provisions are intended to avoid such improper practice.

If a Lot is purchased or owned by an entity (corporation, partnership, limited liability company, trust, etc.), and the entity owner represents to the Association that the occupants are part of the Owner, the Association may require that the occupants, in order to occupy the Lot, own a majority (over 50 percent) of the stock and other ownership interests of the entity owner. The Association may require that the entity owner provide proof, acceptable and satisfactory to the Association, demonstrating such majority ownership interest by the occupants. This may include but is not limited to articles of incorporation, bylaws, limited liability company governing documents, stock certificates, partnership agreements, trust agreements and other evidence of ownership. If the entity is a business trust, the Association may require the owner to show the occupants are the primary and majority owners of the trust. If the entity owner has not provided proof, satisfactory to the Association that the occupants are majority owners of the entity, the occupants shall constitute tenants and subject to all limitations on tenants and leasing. If there is a dispute as to whether the occupants are majority owners of the entity, the Board's determination shall be binding.

If a Lot is owned by an entity (corporation, partnership, limited liability company, trust, etc.), the entity must designate all occupants for the Association in order to obtain Association approval is required for all occupants; and all occupants must have the relationship to each other as otherwise required above for single family occupancy.

O. Prohibition on Using Lot for Congregate Living Facility. Use of a Lot as a Congregate Living Facility, as defined below, is prohibited. The term "Congregate Living Facility" is defined as assisted living facilities; extended congregate care facilities, transitional living facilities, community residential homes, community transitional residences; rehabilitative home care services, boarding home, or home for the aged or any other residential structure, whether or not operated for profit, which undertakes for a period exceeding 24 hours: care, housing, food service, and one or more personal services for persons not related to the owner or administrator by blood or marriage. In addition, this term shall include other residential uses such as dormitories, group homes with a central dining facility, and similar bed-based uses.

P. Capital Contribution by Resale Purchasers. In all future resales of Lots occurring after this amendment is adopted, the purchaser(s) of a Lot shall be required, at the time the Lot is conveyed, to make a capital contribution to the Association equal to four(4) quarters of annual Association assessments. The capital contribution is not a prepayment of assessments. The funds provided by the capital contributions may be

used by the Association for all valid common expense purposes of the Association. If the capital contribution is not paid at the time of conveyance, the Association shall impose the capital contribution as an assessment against the purchaser(s) Lot collectable as any other assessment.

Conveyances. ~~In order to assure a community of congenial residents and thus protect the value of the dwellings, the sale or lease of Lots shall be subject to the following provisions.~~

~~A. The Lot owner shall notify the Association, in writing on an application form provided by the Association, of his/her intention to sell or lease his/her Lot. A one hundred (\$100) dollar fee will accompany an application for the purchase of a residence in Cambridge. The name, address, and telephone number of the prospective Purchaser for sale or a copy of the lease must be provided to the Association, with the date when such lease or sale is to take place, not less than fourteen (14) days prior to the sale or lease of the property.~~

~~B. Any and all lease agreements between an owner and a lessee of a lot at Cambridge shall be in writing, shall provide for a term of not less than three months and must provide that the lease shall be subject, in all respects, to the terms and provisions of the Declaration, the Articles of Incorporation, Bylaws and the Association Rules and Regulations of Cambridge, and the Wycliffe Community Association, Inc. Any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. No lot at Cambridge shall be subject to more than one (1) lease in any twelve-month period. The maximum term of a lease shall be two (2) years. Subletting will not be permitted. Unless provided to the contrary in the lease agreement, an owner, by leasing his Lot, automatically delegates his/her right of use and enjoyment of the Common Areas and facilities to his/her lessee and in so doing, the said owner relinquishes his rights during the term of the lease agreement.~~

~~C. In the even of a sale, it shall be the responsibility of the purchaser of the Lot to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future maintenance bills and other correspondence from the Association.~~

~~D. The purchaser of lessee shall be required to meet with the Association to execute a copy of the Rules and Regulations acknowledging that he/she takes title to or occupancy subject to, and agrees to abide by the Rules and Regulations. Such meeting will take place after the Association has received the name, address and telephone number of the prospective Purchaser for Sale or a copy of the lease, and prior to the date of conveyance.~~

~~E. Except as provided in Paragraph "F", it is not the intention of this Article to grant~~

~~to the Association a right of approval or disapproval of purchasers or lessees. However, it is the intent of this paragraph to impose an affirmative duty on the Lot owner to keep the Association fully advised of any changes in occupancy and ownership for the purpose of facilitating the management of the Association membership records.~~

~~F. If an owner is delinquent in payment of any assessment, the Association has the right to disapprove any sale or lease."~~

5. Article VIII, Sections 3 and 4 of the Declaration are amended to read as follows:

"Section 3. Sanctions. The Association, through its Board of Directors, may impose sanctions including, without limitation, reasonable monetary fines ~~(which shall not constitute a lien upon the Owner's Lot or Lots)~~, for the failure by any Owner or its invitees to comply with the terms and provisions of this Declaration, the Articles of Incorporation, the Bylaws, and/or any Rules or Regulations adopted pursuant thereto or those of the Master Association. Imposition of sanctions shall be subject to the provisions of Article X of the Bylaws and Chapter 720 of the Florida Statutes as amended from time to time. Additionally, the Association may suspend the voting rights of a member for the nonpayment monetary obligations owed to the Association as allowed by Florida Statutes. ~~of regular annual assessments that are delinquent in excess of ninety (90) days.~~

A fine may be imposed, at an amount of up to \$100 per day or the maximum amount allowable under Florida Statutes which may exceed \$100. The maximum aggregate fine may exceed \$1000.00 per violation but will not exceed the maximum amount allowable under Florida Statutes. Costs and attorneys' fees may also be collected per this Declaration. The Association shall comply with all due process requirements for fining as required by Florida Statute 720.305 as amended from time to time, including a hearing before a committee of other Lot Owners. If Florida Statutes allow fines to be imposed as assessments and liens, the Association shall be permitted to impose fines as assessments against the offending Owner and the Owner's Lot collectable as any other assessment. The Association shall be entitled to any and all remedies set forth in Florida Statute 720.305, as amended from time to time."

"Section 4. Enforcement. The Covenants and Restrictions herein contained and contained in any of the Cambridge documents, including the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations, may be enforced by the Association or any Owner, or Owners, when they seek any remedy at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity, violating or attempting to violate any covenant, restriction or provision in any of said documents. These covenants may also be enforced by the Architectural Control Board. The Cambridge Board shall, in addition, have the power to seek relief in any court to abate unreasonable disturbances. The failure of any party to enforce any such covenant, restriction or provision shall in no event be deemed a waiver of such covenant, restriction

or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorney's fees and costs. Any provision in this Declaration for the collection or recovery of attorney's fees shall be deemed to include but not be limited to, attorney's fees for attorney services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

If the Association engages an attorney to take any action or expend any effort to enforce the terms of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations, or law because of an alleged failure of an Owner (or the Owner's family members, agents, lessees, invitees, servants, etc. or any occupants of the Lot) to comply with this Declaration, Articles or Bylaws, or the Rules and Regulations adopted pursuant to said documents, as the same maybe amended from time to time, or Law, regardless of whether or not litigation is commenced, the Owner shall be responsible to pay the Association's attorneys' fees and costs, which may be imposed and collected as an assessment and lien against the Owner and Owner's Lot."

6. Article II, Paragraph B of the Articles of Incorporation is amended to reach read as following:

"B. The Board of Directors shall have the authority to adopt To promulgate reasonable rules and regulations relating to the properties, including the Common Areas and the Lots."

7. Article X, Sections 2 and 3 of the Bylaws are amended to read as follows:

"Section 2. Prior to imposition of any fine or sanction hereunder other than for nonpayment of assessments or other charges, the Board of Directors or its delegate shall serve the accused with written notice of the violation. ~~describing (a) the nature of the alleged violation, (b) the proposed sanction to be imposed, and (c) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the Board of Directors for a hearing affording the accused a reasonable opportunity to be heard.~~

Section 3. The Association shall comply with all due process requirements for fining as required by Florida Statute 720.305 as amended from time to time, including a hearing before a committee of other Lot Owners. ~~The hearing shall be before a committee of at least three (3) Members appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee, or as otherwise provided by Florida Statutes. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice,~~

~~together with the statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused appears at the meeting. The minutes of the meeting shall contain a written statement of the result of the hearing and the sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Any suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions by any person."~~

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[Final 011425]