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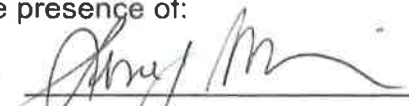
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CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
NEW HAVEN CONDOMINIUM

We hereby certify that the amendments to the Declaration of Condominium of New Haven Condominium as amended and restated, attached hereto as Composite Exhibit A, which Declaration was originally recorded at Official Records Book 4581, Page 1707 et seq. of the Public Records of Pinellas County, Florida, was duly adopted by an affirmative vote of Two-thirds (2/3) of the total votes of the membership at the duly called meeting of the members held on December 15, 2020 as required by Article XXIII, of the Declaration of Condominium of New Haven Condominium. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 30th day of December 2020.

Signed, sealed and delivered
in the presence of:

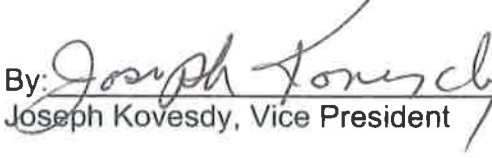
sign: 

print: Shan J. Morrison

sign: 

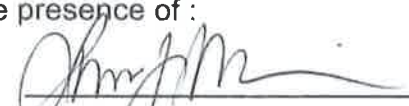
print: Christa Dasher

New Haven Condominium Association, Inc.

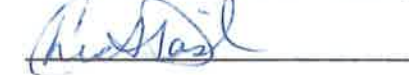
By: 
Joseph Kovesdy, Vice President

(Corporate Seal)

Signed, sealed and delivered
in the presence of :

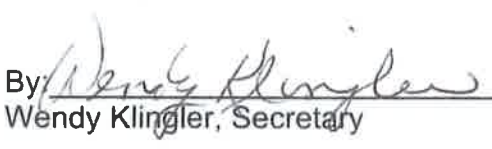
sign: 

print: Shan J. Morrison

sign: 

print: Christa Dasher

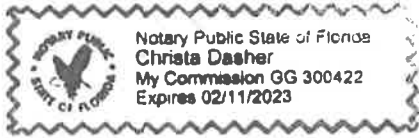
New Haven Condominium Association, Inc.

By: 
Wendy Klingler, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30th day of December 2020, by Joseph Kovesdy as Vice President of New Haven Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

A handwritten signature in cursive script, appearing to read 'Christa Dasher', written over a horizontal line.

print

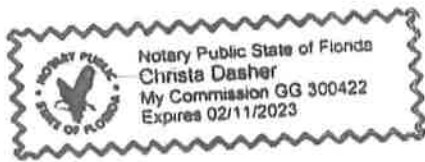
Christa Dasher

State of Florida at Large (Seal)

My Commission expires: 02/11/2023

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30th day of December 2020, by Wendy Klingler as Secretary of New Haven Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

A handwritten signature in cursive script, appearing to read 'Christa Dasher', written over a horizontal line.

print

Christa Dasher

State of Florida at Large (Seal)

My Commission expires: 02/11/2023

**PROPOSED
AMENDMENT TO
THE DECLARATION OF CONDOMINIUM NEW HAVEN CONDOMINIUM
ASSOCIATION, INC.**

[Substantial rewording of declaration. See provision for present text. Provisions not explicitly addressed remain unchanged by this amendment.]

**Article VI
RULES GOVERNING THE USE OF THE CONDOMINIUM PROPERTY**

Section 4. Leasing The leasing of Units in the Association shall be subject to the following restrictions which shall be enforced prospectively from the effective date of this amendment:

(i) Owners are prohibited from entering into lease holds which have a period of less than three (3) consecutive calendar months in length or a period of greater than twelve (12) consecutive calendar months in length. An Owner shall be prohibited from leasing his Unit more than one (1) time per calendar year, including in the event of a breach of a previously approved lease. Approval is required for renewal, however the board may not charge additional processing and background fees.

(ii) No Unit may be leased or rented by a new Owner, other than the Association itself, or to a husband, wife, son, or daughter of the new Owner, during the first year, (365) days, following acquisition of title to a Unit. If a Unit is currently leased at the time of any sale after the adoption of this amendment, such lease is not to be renewed by the new owner, and the tenant(s) are to be notified in writing of such non-renewal, with a copy of such notice provided to the Association. Additionally, the period of time for which the Unit is leased following the acquisition of title by the new owner will not be counted toward the one year waiting period for new leases. Therefore, the one year waiting period during which a Unit is not to be leased by a new owner will not begin until the end of any lease that is in effect at the time that such new owner takes title to the Unit. The Board of Directors may approve exceptions to this restriction in cases where the Owners are unable to occupy their Unit based upon a condition which occurs after the time that they purchased their Unit and during the first year of ownership. Examples of potential hardship exceptions include job transfers, accidents, or medical situations which prevent the owner from occupying the Unit, or other similar hardship situations.

(ii) An owner intending to lease his Unit must give to the Board of Directors (or its designee) written notice of such intention at least ten (10) days prior to the starting date of the proposed lease, together with the name and address of the proposed lessee, and other information about the lessee or the lease that the Board shall require.

Exhibit 1



Failure to provide notice shall cause the leasehold to be treated as a nullity and the Board shall have the power to evict the lessee by summary proceeding as set forth in this section. Only entire units may be leased. The Board may prescribe an application form and require an application fee and background checks at a reasonable rate and not to exceed the maximum amount allowed by Florida Statutes. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease and the prospective lessee shall make himself or herself available for a personal interview by the designated agent(s), or committee of the Association prior to the approval of such lease. No subleasing or assignment of a lease, or any change in occupancy is permitted without further application and approval. The Association's representative(s), may, in their discretion, conduct the interview on the telephone. It shall be owner's obligation to furnish the lessee with a copy of all pertinent governing documents for the community, including any current Rules and Regulations and other disclosures required by Florida Statutes. The Association may also require the Owner seeking to lease the Unit to place a security deposit with the Association, in the amount of one (1) month's rent as set forth on the face of the lease. Such security deposit may be used by the Association to repair any damage to the Common Area or any other property maintained by the Association, resulting from acts or omissions of the tenants, or any family members, guests, or invitees of the tenants. The Association may deny the Owner permission to lease any Unit on grounds the Association may find as further detailed in this section.

(iii) Disapproval: In the event approval is withheld, the Association shall consider the following factors and may confer with counsel in reaching its decision. Reasons for potential disapproval include:

- A. Prior felony criminal conviction, including any pleas of no contest.
- B. Non-Compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations.
- C. Providing false or incomplete information in connection with an application, failure to remit the application fee, or failure to appear or make oneself available to be interviewed.
- D. The person seeking approval (which shall include all proposed occupants) has been designated by a Court as a sexual offender or sexual predator.
- E. The application for approval on its face, or subsequent investigation thereof, indicates the person seeking approval (which shall include all proposed occupants) intends to

conduct himself in a manner inconsistent with the Association Documents.

- F. The person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or association or by conduct in this Association as a Unit Owner, tenant, or Occupant.
- G. Assessments, fines, and other charges against the Unit or due from the Unit Owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.
- H. The person seeking approval is under the age of fifty-five (55).

A decision by the Association on approval or disapproval of a proposed lease will be made as soon as reasonably possible after all information has been submitted and any required interview has taken place. In the event that no decision to disapprove a proposed lease has been made within twenty (20) days from the date of written submission and acceptance of the application to the board of directors, the lease will be deemed approved.

In connection with the approval of a lease, the Association will require the owner(s) and tenant(s) to sign a Lease Addendum agreement in a form prepared by the Association, which requires the tenant(s) to comply with all rules and restrictions and which allows the Association to take action to enforce any violations by the tenant(s) if the owner(s) fails or refuses to do so.

(iv). Violation: In the event of a Unit occupancy contrary to the provisions of this section, the Declaration, or the violation by a tenant or occupant of any provision of this Declaration or the Bylaws or Rules of the Association, the Association's Board of Directors, after not less than ten (10) days after the mailing of notice by certified or registered letter to the owner of the Unit with a copy to the tenant or occupant, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the Unit Owner to evict such lessee or occupant and in such event the Unit Owner shall pay to the Association all costs and attorney's fees incurred by the Association incident to the eviction. Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically be deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the terms of this Declaration, Articles of Incorporation, Bylaws, Rules and other Association documents and furthermore grant the Association authority to proceed as a party to the lease in pursuit of eviction for the purposes of this paragraph. The

Unit Owner shall be jointly and severally liable with the tenant to the Association for any and all damages to the Association property caused by the acts or omissions of the lessee (as determined in the discretion of the Board of Directors).

(v.) De Facto Tenancy: Owner agrees and understands that the continued presence of a Guest or Invitee that is present in a Unit for a period of more than twenty-eight days within any twelve (12) month period will, for the purposes of this Declaration, be considered a Tenant and subject to all lease requirements of this Declaration regardless of whether a written lease exists. In addition to being present on the Association property, the use of the Unit address for governmental identification, employment purposes, financial purposes, or similar address records shall initiate the tenancy time frame detailed in this subparagraph (v). Individuals which are defined under this provision as a tenant, and, are related to the record Owner of the Unit by first or second degree consanguinity, marriage to the record Owner, or legal adoption by the record Owner shall not be required to submit a lease agreement for the purposes of approval by the Board of Directors, shall not be required to pay rent, and shall not be required to submit for approval notices of a proposed leasehold in the same fashion as a tenant, provided the Owner remains in occupancy of the Unit or unless such a lease agreement exists. Individuals which become defined under this provision as a tenant, and, are related to the Record Owner of the Unit by blood, marriage, or legal adoption shall still adhere to the provisions of this regarding interview by the Board of Directors and submission to a background check and be subject to disapproval as set forth in this Article.

(vi) The terms of this leasing Section, as well as the Declaration in its entirety, shall be effective upon any license, agreement, contract or agreement for occupancy, with or without compensation to the Unit Owner, as facilitated by home-sharing, short-term rental, vacation rental or similar type and style agreements facilitated by, but not solely restricted to, AirBnB.com, Homeaway.com and such similar services as may be utilized now or in the future.

(vii) Use of a Unit as a Congregate Living Facility, as defined herein is prohibited. A "Congregate Living Facility" shall be defined as transitional living facilities, community residential homes, community transitional residences; rehabilitative home care services, boarding home, assisted living facilities, missionary housing, rehabilitative home care services, boarding homes, or homes for aged of any other residential structure, for profit or not for profit, which undertakes care, housing food service and one or more personal services for persons not related to the owner or administrator by second degree consanguinity, marriage or adoption.

**PROPOSED
AMENDMENT TO
THE DECLARATION OF CONDOMINIUM NEW HAVEN CONDOMINIUM
ASSOCIATION, INC.**

[Substantial rewording of declaration. See provision for present Text. Provisions not explicitly addressed remain unchanged by this amendment.]

**Article VI
RULES GOVERNING THE USE OF THE CONDOMINIUM PROPERTY**

5. Nuisances. In addition to other obligations and duties set out in this Declaration, every owner, tenant, and occupant shall abide by the following regulations as necessary for maintaining the quiet enjoyment of the members in the Association:

- (i) Each owner or occupant shall maintain his unit in good condition and repair and each owner or occupant shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately with his unit.
- (ii) All parts of the property and Unit shall be kept in a clean and sanitary condition. No rubbish, refuse, or garbage is allowed to accumulate, nor any fire hazard allowed to exist, within the Unit. Furthermore, each Owner, Tenant and Occupant shall maintain the Unit in good condition and repair, including all internal surfaces within or surrounding his dwelling, including limited common elements appurtenant to his dwelling, if any. No Unit Owner shall permit, intentionally or otherwise, anything to fall from or out of a window or door of the Condominium or Association property, nor sweep or throw from the Condominium or Association property any dirt or other substance, chemical or matter onto any of the Common Elements
- (iii) Common areas of the building, such as hallways, landscaped and grassed areas, shall be used only for the purposes intended. No articles belonging to the occupants shall be kept in such areas, temporarily or otherwise. The Association shall have the right to perform necessary maintenance and repairs in the event of exigent circumstances, including, but not limited to, shutting off utilities for units. Unit owners shall provide an emergency key to the Association which may be used for the purposes of access to the unit pursuant to the Association's irrevocable right to access under Florida Statute Section 718.111.
- (iv) No owner or occupant may make or permit any disturbing noises in the building or on the condominium property, whether made by himself, his family, friends, guests or servants, nor may he do or permit to be done

anything by such other person that would interfere with the rights comforts or other conveniences of other occupants.

- (v) Unit Owners, their occupants or tenants shall not permit the playing of any musical instrument, phonograph, radio, television set or other sound generating device that interferes with the use rights, comforts or other conveniences of the Members of the Association. The determination of such an infringement shall be made in the sole discretion of the board of Directors or such a committee as formed for that purpose.
- (vi) Unit owners, their occupants or tenants shall not permit the use or operation of any device within the Unit during quiet hours which causes perceptible vibration, sound, hums, rhythm or other auditory cues in adjacent Units, such devices include, but are not limited to, clothes washing machines, dryers and sub-woofers. Disturbance of unit owners during quiet hours shall be considered a violation of the Declaration of the Association, and subject to such enforcement as provided for therein. The quiet hours of the Association are designated as 11:00 pm to the following 8:00 am.
- (vii) No unit shall be used in illegal or immoral acts or any use which violates any law, or governmental regulation.
- (viii) No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, its Appurtenances, or on the Common Elements or Limited Common Elements except as otherwise permitted in writing by the Board. Unit owners, their occupants or tenants, shall not permit or suffer anything to be done or kept in the unit which would increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members. No hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, smoking, or any other purpose, shall be used or kindled within ten (10) feet of any dwelling or improvement on the Condominium Property or within any Unit and may not be stored within any unit until completely cooled.
- (ix) Patios shall not be utilized for storage, including but not limited to, storage containers. The personal property of all Unit Owners must be stored within their respective Units, and patios. No personal property is to be stored on the sidewalks, landings, entrances, passages, or common elements appurtenant to the unit.

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ASSOCIATION, INC.**

[Substantial rewording of declaration. See provision for present text. Provisions not explicitly addressed remain unchanged by this amendment.]

**Article VI
RULES GOVERNING THE USE OF THE CONDOMINIUM PROPERTY**

8. Parking: The Association shall be governed by the following restrictions regarding the parking of vehicles:

- (i) All automobiles shall be parked only in the parking areas so designated for that purpose by the Association. Such designation may be by separate letter, assignment, marking of the parking space or spaces by the owner's last name and/or Unit number. There shall be no street parking. No vehicle may be parked on grass, lot, dirt, or other area of the Condominium property which is not a designated, asphalt or concrete parking area. Authority for designation, assignment and reassignment of parking spaces is retained by the Board of Directors, and such assignments shall not automatically transfer with the unit on sale or lease. The maximum number of vehicles allowed per single family residence is two (2). At least one of the two aforementioned vehicles shall be assigned to the parking space associated with the Unit. No vehicle shall exceed the confines of the assigned space when parked. Vehicles must display current state licensure.
- (ii) Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations and to be responsible for guests which violate such restrictions and to indemnify the Association for any damage to or towing caused by the guests parking of vehicles on the Condominium Property.
- (iii) No person shall park, store, keep or allow to be parked, stored or kept on any portion of the Association property any motor homes, commercial vehicles (for example but without exhaustion of possibility, dump trucks, cement mixer trucks, oil or gas trucks, delivery vehicles of any type, vehicles with commercial advertising or signage for a business, or any vehicle which is registered as a commercial vehicle and/or which exhibits any commercial lettering on the outside of such vehicle including but not limited to magnetic or removable advertisements and vehicle wraps), recreational vehicles, mini-vans without full passenger accommodation and windows on all sides of the vehicle, van campers, boats or other watercrafts, storage containers, moving containers, PODS, trailers, campers, or other motorized vehicles that are not four-wheel passenger automobiles, sports utility vehicles, passenger vans, golf and low speed vehicles that are registered to operate

on Florida Roadways and are registered with the Association, and passenger pick-up trucks at any time. Notwithstanding the foregoing, a commercial vehicle may be brought onto the Property temporarily by a contractor that has been hired by a resident or the Association during the time such contractor shall be performing work for that resident or the Association on a unit or on the common elements; but under no circumstances may such vehicle be parked on the Property overnight. Notwithstanding the foregoing, a single storage container, single moving container, or single PODS may be utilized by an owner or occupant upon receipt of advance approval from the Board of Directors of the Association. In no event may storage containers, moving containers, or PODS take up more than two (2) guest spaces, or be present on the Condominium property for more than forty-eight (48) hours.

- (iv) No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of owner will be permitted outside the confines of the owner's unit. The sole exception being replacement of a flat tire, wind shield wipers, and batteries. Vehicle washing may only occur at the designated area in the Common Elements. While on the Association Property, no vehicle, either approved or unapproved pursuant to the terms of this Declaration, may be covered with a tarp, or other type of material or product designed to obscure the view of a vehicle and or protect the vehicle from the elements. The board may adopt approved car covers for vehicles which would otherwise be in violation of the section. No vehicles which are inoperable, including those with expired registrations, may be parked or stored in driveways, carports, or other common areas in the Association. No vehicle may be kept on blocks. No vehicles are permitted on the Association Property, which leak oil, brake fluid, transmission fluid or other fluid. Oil or fluid leaks into the parking areas are the responsibility of the owner of the vehicle. Any damage from oil leaks will be repaired at the expense of the Owner of the unit from which the offending motor vehicle originated
- (v) No vehicle shall display signage of any type, including but not limited to, removable signs, for sale signs and political signs, for the purposes of this provision, bumper stickers shall not be considered signage.
- (vi) No vehicle shall create a noxious condition on the Association property, by constituting a nuisance due to its noise level, disrepair, or exhaust levels. Such determinations may be made, but are not solely conditioned upon, body damage, visible garbage, refuse, papers, and work materials in on or otherwise associated with the vehicle.
- (vii) Any vehicle, or item delineated in (iii) above which is parked or placed on Association Property in violation of this Declaration is subject to being towed and all costs and expenses shall be paid by the owner of said vehicle. Parking of any vehicle on the Property contrary to the requirements of this

Section shall constitute parking of such vehicle in an unauthorized location on the Property in violation of Chapter 715.07 Vehicles or Vessels parked on private property; towing, Florida Statutes, as that law now exists or may hereafter be amended from time to time, and the Association shall be permitted to avail itself of the rights provided in such Chapter, including without limitation the right to tow the vehicle from the Property after proper notice. The Board of Directors for the Association may institute guest and owner parking registration, including but not limited to, parking passes, in the future, without further amendment to this Declaration.

- (viii) The Association shall have the ability to adopt reasonable rules and regulations regarding use of common element parking without further amendment to this declaration.

**PROPOSED
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ASSOCIATION, INC.**

[Additions are indicated by underline; deletions by ~~strike-through~~. Provisions not explicitly addressed remain unchanged by this amendment.]

Article VI

RULES GOVERNING THE USE OF THE CONDOMINIUM PROPERTY

The use of the Condominium Property may be governed by reasonable rules and regulations, and the rules may be enforced in any manner provided by law after reasonable notice to the unit owner and the parties in violation, including the imposition of fines as set forth in ~~the Bylaws~~ this Article. If an action ~~is filed by the Association to seek enforcement of a rule the prevailing party shall~~ ~~be entitled to recover from the other party the reasonable attorney's fees incurred~~ ~~by it or him as a result of that legal action. Attorneys' fees recoverable by~~ ~~the Association from guests of lessees of a unit owner shall be recoverable from that unit owner by special assessment by the Association.~~

~~_____~~ The following rules govern the use of the units:

~~_____~~ 7. Adoption and Amendment of Rules. ~~The rules that govern the use of the units may only be amended by the approval of a majority of the voting members of the Association.~~

~~_____~~ The use of the common elements and any recreation facilities or common areas owned or leased by the Association shall be governed by rules adopted by the board of directors of the Association. At least annually, a list of current rules shall be distributed to every member of the Association.

7. Compliance and Default. Each Unit Owner, and their employees, tenant, guest, invitee, agents, lessees and every occupant and guest of an occupant of an Unit and the Association shall be governed by and shall comply with the terms of this

Declaration of Condominium and all exhibits annexed thereto, the bylaws, articles of incorporation and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

(i) Negligence. A Unit Owner shall be jointly and severally liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family, his or their guests, employees, agents, or lessees. Any vendor contracted by a Unit Owner to perform repairs or maintenance within the unit must provide insurance and licensing credentials to the board of directors in advance of proceeding with work contracted for. The Association must approve all vendors contracted with by Unit Owners which require such credentials.

(ii) Compliance. In the event a unit Owner or occupant fails to maintain his Unit or fails to cause a Unit to be maintained, fails to observe and perform the duties required under all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, or otherwise requires the Association to take legal action through the Association's legal counsel to enforce its Declaration, By-Laws, Articles of Incorporation, Rules and Regulations or the Condominium Act, the Association shall have the right to proceed in a court of equity to require performance and injunctive relief, to impose fines in the maximum amount allowable by law, to sue in a court of law for damages resulting from such action, to undertake non-binding arbitration where mandated by the Condominium Act, to suspend use rights in recreational facilities, to assess the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance and to collect such Assessment and have a lien therefore such Assessment and have a lien therefor as elsewhere provided. In addition, the Association shall have the

irrevocable right, for itself and its employees and agents, to enter the unit upon 48 hours written notice posted at the Unit Door, and noticed via electronic mail if consent to receive notice by electronic means was received by the Association prior to the event requiring intervention, and perform the necessary work to enforce compliance with the above provisions , without having committed a trespass or incurred any other liability to the Unit Owner. The notice requirements of this provision shall not be necessary in the event exigent circumstances are present in the affected Unit or Condominium Property.

(iii) Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner of the Association to comply with the requirements of the Act, this Declaration, articles, bylaws, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees) as may be awarded by the court.

In addition to the Association's ability to claim prevailing party attorney fees and costs after filing suit, the Association shall be entitled to recovery of its costs, attorney fees, mailing and copy expenses, incurred by its legal representative prior to filing suit, a petition for arbitration, or engaging in pre-suit mediation, against the Unit Owner, their employees, tenant, guest, invitee, agents, lessees and every occupant and guest of an occupant due to non-compliance with the Act, Declaration, Articles, Bylaws, the exhibits annexed thereto, or the rules and regulations.

Such recoverable costs, attorney fees, mailing and copy expenses shall include but not be limited to, demand letters, settlement agreements, negotiation between the parties, communication with the parties, and all other actions reasonably undertaken by legal counsel for the Association prior to proceeding with litigation, mediation, or arbitration. Such amounts shall be recoverable against the Unit Owner as a Money Judgment however, it shall not be considered

an assessment for common expenses or foreclosed in the same manner as a mortgage.

(iv) Fines. Fines shall exist in addition to all rights and remedies to which the Association is legally entitled. Upon failure of an Owner to comply with the provisions of this Declaration, Articles, Bylaws, or rules and regulations, the Association may, in the sole discretion of the board, assess an amount (a "fine") against the Owner upon compliance with the following criteria:

(a) Notice: The Association shall afford an opportunity for a hearing to the Owner, after notice of not less than 14 days. Said notice shall include a statement of the date, time and place of the hearing and a statement of the matters allegedly constituting a violation of the Declaration Articles, By-laws, rules or regulations, and the provision of the Declaration, Articles, By-laws, rules or regulations that have been allegedly violated.

(b) Hearing: The hearing shall be conducted by the fining committee as may be required by law. The hearing shall be conducted before a committee of not less than three (3) Owners appointed by the Board, none of whom may then be serving as a director, officer, or employee of the Association, or be a spouse, parent, child, brother, or sister of an officer, director, or employee. If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied. At the hearing, the Owner shall have the opportunity to review, challenge, and respond to any material considered by the hearing panel, to present evidence, and to provide written and oral arguments on all issues involved. No fine may be levied unless approved by the hearing panel after such a hearing. The committee is not empowered to lower, increase, or otherwise negotiate the terms of the fine. The committee shall confirm or reject the fine in the same form as the fine is levied by the board. Any fine shall be noticed to the affected parcel owner or tenant by regular U.S. first class mail or hand delivery.

(c) Amount: The Association may impose a fine not to exceed \$100.00 per day, per violation (or such greater amount as allowed by the Condominium Act, as amended from time to time) from the date of owners violation until such violation ceases, up to a total of \$1,000.00 per violation.

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THE DECLARATION OF CONDOMINIUM NEW HAVEN CONDOMINIUM
ASSOCIATION, INC.**

[Substantial rewording of declaration. See provision for present Text. Provisions not explicitly addressed remain unchanged by this amendment.]

Article VII

ALTERATIONS TO THE CONDOMINIUM PROPERTY

Unit Owners may not alter the common elements. Material alterations to the common elements which are not repairs, replacements, or modernizations of the original common element, may be performed subsequent to approval by a majority of the voting members of the Association. Material alterations shall not include landscaping modification, removal, or addition when such action is performed by the Association. Unit Owners shall not plant, remove, trim, or otherwise modify common area landscaping, or supplement the common area with plantings, decorations, or additions of their own.

Unit Owners shall not make any alteration to their unit which modifies the exterior appearance of the Unit, affects any portion of the Unit which contributes to the support of the building, or which affects any utility conduits. Any such Unit alteration must first be submitted to the board of directors for approval and may not be undertaken until such approval is granted in the manner set forth in this Declaration.

Any addition to the Unit which penetrates, pierces, partitions, or contacts the boundary plane established by the common element roof, as further detailed in Article I of this Declaration, shall not be allowed. Any such installation shall be deemed a violation per se of this Declaration. Such restricted additions include, without limitation, roof venting, turbines, skylights, tube lights, and all other improvements which would intrude upon the separation of the unit dimensions and common element.

As set forth in Article III of this Declaration, carports may be installed by Unit Owners. Such carports shall be deemed limited common elements appurtenant to the Unit upon installation, to be maintained solely by the Unit Owner, and for which the Unit Owner agrees to bear full liability. Installation of the carports shall be performed in the same manner as any other alteration requiring professionally licensed, bonded, and insured contractors, subject to approval by the directors, prior to commencement of the work. Every carport constructed and every carport replacement or repair, subsequent to adoption of this amendment, shall be white in color. In the event the carports become a nuisance, unsightly, unmaintained, destroyed, damaged, or otherwise improperly maintained in the board's sole discretion, the Association may, without limiting the recourses otherwise set forth in this Declaration for non-compliance and enforcement, after provision of seven (7) business day written notice mailed to the Unit Owner's address as last reported to the Association, take such action as necessary to bring the

carport into conformance with these governing documents including repairing, cleaning, replacing, maintaining, or removing the carport. All costs and expenses incurred in undertaking such action may be recovered against the affected Unit Owner as an assessment in the manner set forth in Florida Statute Section 718.116.

All windows and doors shall be replaced with like styles and colors. Any modification to the outward appearance of the windows or doors, including without limitation, the framing, tinting of glass, door style, size of windows, style of windows, size of doors, and color of windows and doors, shall have written board approval prior to installation.