

1. **Incorporation of Recitals Definitions.** The foregoing recitals are true and correct and incorporated as if fully set forth herein. Any capitalized term used but not defined herein shall have the definition ascribed to said terms as set forth in the Master Deed.

2. Article VI, Section 3, of the By-Laws attached as Exhibit "F" to the Master Deed, entitled "Assessments," is revised to insert the following new paragraph (iii) at the end of subsection C: (All changes from existing terms are in bold.)

"(iii) After the initial purchases as set forth in paragraph (ii) above, the Board of Directors will collect from each subsequent purchaser at the time of settlement a "capital payment" equivalent to twice the estimated monthly assessment for Common Expenses for such Purchaser's Unit. The Board of Directors will use the funds so collected to provide the necessary working capital for the Association. Such funds may be use for reserves for working capital, operations, and replacements and for such other purposes as the Board of Directors may determine, but said amounts shall not be considered as advance payments of regular assessments."

3. Article VII, Section 1, of the By-Laws attached as Exhibit "F" to the Master Deed, entitled "Compliance and Default," is revised to state as follows: (All changes from existing terms are in bold.)

"Section 1. Compliance and Default. In the event of a violation (other than non-payment of an Assessment), by a Co-Owner of the provision of the Horizontal Property Act and/or the Master Deed and/or the By-Laws as the same may be amended from time to time, the Association may notify the Co-Owner and its Mortgagee, if any, in writing of said default, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association shall have the election to **(a) assess fines against the defaulting Co-Owner in the amounts of and payable as set forth in the rules and regulations adopted pursuant to Article IX of the By-Laws and said fines shall be charged to the defaulting Co-Owner as an Assessment which shall be a lien against the defaulting Co-Owner's unit to the same extent, force, effect as if the fines were a part of the Common Expense; (b) to file an action at law to recover damages on behalf of the Association and/or the remaining Co-Owners; (c) to file an action to enforce performance on the part of the defaulting Co-Owner; or (d) to file an action for such relief as may be necessary.** If the Court decides in favor of the Association, the defaulting Co-Owner shall reimburse the Association the attorney fees, court costs, and expenses incurred in bringing the action. Failure of the Association to file any such action within thirty (30) days from the date a written request therefore from any Co-Owner shall authorize any Co-Owner to bring action in the manner aforesaid on behalf of the Association. Any violation which the Board may find to be a hazard to the health or peace of the Co-Owners may be corrected immediately as an emergency by the Association and the cost thereof shall be charged to a Co-Owner as an Assessment which shall be a lien against said unit to the same extent, force, effect as if the charge were a part of the Common Expense."

