

PREPARED BY AND RETURN TO:

Kristin A. Gardner
Dunlap & Shipman, P.A.
2065 Thomasville Road, Suite 102
Tallahassee, Florida 32308

GWEN MARSHALL, CLERK OF COURTS

**CERTIFICATE OF AMENDMENT TO THE BYLAWS OF THE
TALLAHASSEE CONDOMINIUM ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members of the TALLAHASSEE CENTER CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation ("Association") on January 18, 2022, by an affirmative vote of a majority of the voting interests of the Association, including the commercial unit owners, the Declaration of Condominium, originally recorded in O.R. Book 3576, Page 2058, et seq. of the Public Records of Leon County, Florida was amended as follows:

The Declaration of Condominium is hereby amended in accordance with Exhibit "A" attached hereto and incorporated herein by the reference entitled "Schedule of Amendments to Declaration of Condominium of the Tallahassee Center Condominium Association Inc."

IN WITNESS WHEREOF the Association has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 18 day of January, 2022.

ATTEST:

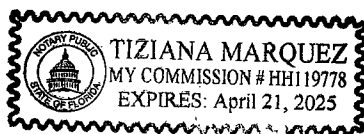
TALLAHASSEE CENTER CONDOMINIUM
ASSOCIATION, INC.,
a Florida not for profit corporation

By: [Signature]
Print Name: PATERCIA SWAIN

By: [Signature]
Print Name: Roy C. Young
Its: President

By: [Signature]
Print Name: TONY DEAS

The foregoing instrument was acknowledged before me this 18th day of January, 2022, by Roy C. Young as President of TALLAHASSEE CENTER CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. He [is personally known to me] [has produced] as identification] and [did] [did not] take an oath.



[Signature]
Notary Public
Print Name: TIZIANA MARQUEZ
My Commission Expires: April 21, 2025

EXHIBIT A
SCHEDULE OF AMENDMENTS TO DECLARATION OF CONDOMINIUM OF
TALLAHASSEE CENTER CONDOMINIUM ASSOCIATION, INC.

(New language is underlined; struck through language is deleted)

Amendment 1. Article V, Section 9

~~Section 9. Construction and Sale Period Easement. Notwithstanding any provisions contained in the Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's unilateral right to subject property to this Declaration terminates, Declarant reserves, on behalf of itself and its successors, assigns and mortgagees (and to the extent any grant is needed, does hereby grant, bargain and convey) a nonexclusive, perpetual easement over, across and upon the Condominium Property for the benefit of Declarant and the Condominium Property, for Declarant to maintain and carry on development activities, upon such portion of the Condominium Property as Declarant may reasonably deem necessary. This reserved easement shall include an easement for such facilities and activities which, in the sole opinion of Declarant, may be required, convenient, or incidental to the development, construction and sales activities related to property within or near the Condominium. This easement shall include, without limitation:~~

- ~~(i) The right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on, or in any portion of the Common Elements;~~
- ~~(ii) The right to tie into any portion of the Common Elements with driveways, parking areas and walkways;~~
- ~~(iii) The right to tie into or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocated, maintain and repair any device which provides utility or similar services;~~
- ~~(iv) The right (but not obligation) to construct recreational facilities on the Common Elements;~~
- ~~(v) The right to carry on sales and promotional activities in the Condominium;~~
- ~~(vi) The right to place direction and marketing signs on any portion of the Condominium Property, including any Unit or the Common Elements;~~
- ~~(vii) The right to construct and operate business offices, signs, construction trailers, model residences and sales offices incidental to the construction, development and sales activities; and~~
- ~~(viii) The right of the Declarant to use a Unit(s) owned by Declarant as a model residences and sales offices, and to also use recreational facilities available for use by Owner as a sales office or for marketing purposes without charge.~~

~~Rights exercised pursuant to such reserved easement shall be exercised within a minimum interference to the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. Any damage shall be repaired by the person causing the damage at its sole expense. This Article shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as provided in this Declaration.~~

Amendment 2. Article VII, Section 2.

(viii) [the Association has the power] to make and enforce reasonable rules and regulations governing the use of the Units and the Common Elements and facilities located thereon, ~~subject to the consent of the Declarant while Declarant owns any Unit primarily for the purpose of sale, which consent may be withheld in Declarant's sole and unfettered discretion,~~ and subject to the provisions of the Operating and Easement Agreement and ~~provided, however, no rule shall be made, amended and modified in a manner that shall impair or prejudice the rights and priorities of any Commercial Unit Owner without the prior written approval of all Commercial Unit Owners...~~

Amendment 3. Article XI, Section 2

Section 2. Creation of Lien and Personal Obligation for Maintenance Fees. Each Owner of a Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, in accordance with provisions hereof, (a) general Maintenance Fees and (b) special assessments established as provided herein. All such Maintenance Fees and assessments together with late charges, simple interest at the rate of eighteen percent (18%) per annum, a late charge not to exceed the greater of \$25.00 or five percent (5%) of the each installment of the Maintenance Fee for each delinquent installment that the payment is late, costs of collection and reasonable attorneys' fees incurred in collection, and interest due and owing shall be a charge and continuing lien against each Unit against which each assessment is made. Each such Maintenance Fee, together with late fees, interest, court costs and attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time the Maintenance Fee became due and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, unless otherwise provided by Chapter 718, Florida Statutes, the liability of an Institutional Mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or deed in lieu of foreclosure for the unpaid Maintenance Fees that became due prior to the Institutional Mortgagee's acquisition of title is limited to the lessor of: (i) the Unit's unpaid Common Expenses and regular periodic Maintenance Fees which accrued or came due during the ~~six (6)~~ twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or (ii) one percent (1%) of the original mortgage debt; provided the Institutional Mortgagee joined the Association as a defendant in the foreclosure action... *(*The remainder of Article XI, Section 2 will remain the same)*

Amendment 4. Article XI, Section 10

~~Section 10. Capital Contribution. In addition to all of the sums due hereunder, upon acquisition of record title to a Unit by each Owner other than the Declarant, such Owner agrees at closing of the acquisition of record title to such Unit to pay a non-refundable contribution to the capital of the Association in an amount equal to three (3) month's share of the current year's general Maintenance Fee on the Unit. The foregoing sum shall be collectible in the same manner as Maintenance Fees if not paid. A sum equal to two (2) month's share of the current year's general Maintenance Fee on the Unit shall be used for the purpose of providing the Association with operating or working capital. The~~

~~remainder of the amount collected shall be deposited into the reserve account of the Association and use to help defray the cost of capital repairs and maintenance of the Common Elements and Units as required of the Association by this Declaration.— Notwithstanding the above, during such period of time within which the Declarant is excused from the payment of Maintenance Fees in accordance with Section 718.116(9)(a)1, Florida Statutes, no capital contributions shall be used for the payment of Common Expenses.—~~

Amendment 5. Article XII – Add Section (4)

Section 4. Unit Construction/Alterations/Renovations. Construction activity inside a Unit by an Owner, or an Owner's contractor, vendor or agent, including but not limited to, painting, floor installation, interior decorating, kitchen and bathroom renovation, and any other alterations or renovations, shall only be performed between 8:00 a.m. and 6:00 p.m. Monday through Friday; construction activity inside a Unit shall be prohibited on weekends. The Unit Owner must provide a copy of their contractor and/or vendor's business licenses and insurance information to the Association before construction activity may begin inside a Unit. All vendors must name the Association as an additionally named insured on their liability and worker's compensation policies during the time period in which such contractor or vendor is performing work in the Unit.

Amendment 6. Article XIII, Section 2(B)

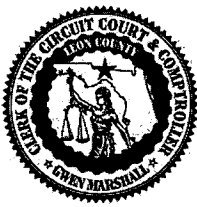
Section 2. Use.

B. Commercial Use. Each Commercial Unit shall be used for retail, commercial, or business purposes only; provided, however, the following uses shall be strictly prohibited: (a) any use which (i) emits a strong, unusual, or offensive odor, fumes, dust or vapors, (ii) is a public or private nuisance, (iii) emits sounds, which are objectionable due to intermittence, beat, frequency, shrillness or loudness, or (iv) creates unusual fire, explosive or other hazards; (b) any establishment selling or exhibiting pornographic materials or drug-related paraphernalia (except that this provision shall not prohibit the operation of a book store or video store which carries a broad inventory of books or videos and other materials directed towards the interests of the general public as opposed to any specific segment thereof); (c) any tattoo parlor or operation whose principal use is a massage parlor, provided this shall not prohibit massages in connection with a beauty salon or health club or athletic facility; ~~and~~ (d) any gambling facility or operation, including, but not limited to, off-track or sports betting parlors, table games such as blackjack or poker, slot machines, video poker/blackjack/ken machines or similar devices, or bingo halls; and (e) any establishment or place of entertainment that plays or emits music that can be heard from any part of the Condominium Property which is located outside of the boundaries of the Commercial Unit(s) which music is emitted by or from a DJ booth, live band, stereo system, speakers or a music player of any kind for entertainment and dancing, including but not limited to, establishments that could be characterized as nightclubs, discos, dance halls, raves and/or dance clubs. No commercial business shall operate outdoor or indoor speakers or emit sound or music of any kind after 11:00 p.m. Any proposed commercial use must be approved in writing by the Board of Directors, at its' sole discretion, pursuant to the uses allowed under this provision.

Amendment 7. Article XVIII, Section 3.

A. Declaration. Unless otherwise set forth herein, this Declaration may be amended at any regular or special meeting of the Owners, called and conveyed in accordance with the Bylaws, and the affirmative vote of the voting members casting not less than fifty-one percent (51%) of the total votes of the members of the Association. All amendments shall be recorded and certified as required by the Condominium Act. Subject to the provisions of this Declaration, no amendment shall change the size of any Condominium Surplus, nor the voting rights appurtenant to any Unit, unless the record Owner(s) thereof, and all record owners of mortgages or other voluntary placed liens thereon, shall join in the execution of the amendment and unless all the record Owners of all other Units in the Condominium approved the amendment. No amendment shall be passed that shall impair or prejudice the rights and priorities of any mortgages, or change the provisions of the Declaration with respect to Institutional Mortgages ~~or Commercial Unit Owners~~, without written approval of all Institutional Mortgagees of record ~~or all Commercial Unit Owners, as applicable...~~

B. Bylaws. No modification of or amendment to the Bylaws of the Association shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The Bylaws may be amended in the manner provided for therein, but no amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Unit, or which would change any provision of the Bylaws with respect to Institutional Mortgages, without the written approval of all Institutional Mortgages of record. ~~No amendment shall change the rights and privileges of the Declarant or the Commercial Unit Owner(s) without the Declarant's or Commercial Unit Owner(s)' written approval, as applicable.~~



Leon County Clerk Comptroller
301 South Monroe Street, Ste. 100
Tallahassee, FL 32301



Transaction #: **1510451**
Receipt #: **2269457**
Cashier Date: **01/27/2022 03:32:13 PM**
Cashier Branch: **Main**

Print Date:
01/27/2022 03:32:18 PM

CUSTOMER INFORMATION		TRANSACTION INFORMATION		PAYMENT SUMMARY	
KRISTIN A GARDNER . . * * *	Date Received:	01/27/2022	Total Fees:	\$44.00	
	Source Code:	Counter	Total Payments:	\$44.00	
	Return Code:	Pick Up	Balance Due:	\$0.00	
	Trans Type:	Recording			

Payments	
Check #3210	\$44.00

Recorded Items	
MISCELLANEOUS	
From: TALLAHASSEE To:	
Recording @ 1st=\$10 Add'l=\$8.50 ea.	5 \$44.00

BK/PG: 5693/895 CFN: 20220006248 Date: 01/27/2022 03:32:13 PM