

Subparagraph (u) of Paragraph 13 (entitled RESTRICTIONS) of the Master Deed of Drum Point Village West is hereby deleted and replaced with a new subparagraph (u) as follows:

(u) Except as hereinafter provided, no Unit shall be (i) leased by the Unit Owner thereof until the Unit Owner has owned the Unit for two (2) years, or (ii) otherwise utilized for transient or hotel purposes, which transient or hotel purposes shall be defined as (i) rental for any period less than one (1) year; or (ii) any occupancy where the occupants of the Unit are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, and bellboy service. However, a Unit may be leased so long as such lease is (i) of the entire Unit, and (ii) for a period of at least one (1) year, except leases may be for less than one (1) year if either leased (1) by an Institutional Lender in possession of a Unit following a default of a first mortgage or a foreclosure proceeding or under any deed or other arrangement in lieu of foreclosure, or (2) to a person who is then under a bona fide and legally binding contract to purchase such Unit.

The Unit Owner expressly assigns to the Association all rents due under the lease in the event of any delinquency in the payment of Common Expenses or other charges due and payable to the Association for more than thirty (30) days, including authorization for the lessee to pay such rents directly to the Association to the extent that such Common Expenses and other charges are due and payable to the Association with respect to the Unit and requires all prepayment of rent to be paid directly to the Association as security for the payment of future Common Expenses for the Unit. Moreover, no lease or occupancy of a Unit shall be permitted unless a true copy of the lease is furnished in advance to the Association, together with the current address and phone numbers of both the Unit Owner and the lessee and a true copy of the lessee's identification issued by a government agency. In addition, the Unit Owner of said Unit shall not have the right to utilize the Common Elements or Limited Common Elements during any period that said Unit is leased or occupied by someone else. No Unit Owner may lease less than an entire Unit.

Subject to the foregoing restrictions, the Unit Owners shall have the right to lease his Unit-provided that such lease is in writing and is subject to all provisions of this Master Deed and the By-laws, rules and regulations of the Association and other documents referred to herein and provided further that any failure of the lessee to fully comply with the terms and conditions

of such Master Deed, By-laws and documents shall constitute a material default under the lease and be grounds for termination and eviction. A complete copy of the Master Deed and By-Laws shall be provided by the Unit Owner to the lessee not less than ten (10) days prior to occupancy.

In the event a lessee or other occupant of a Unit fails to comply with the provisions of this Master Deed and the By-laws, rules and regulations of the Association and other documents referred to herein then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such violation(s) and demand that the same be remedied through the Unit Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his lessee or other occupant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes described herein.