



**Exhibit "A"**

**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
RESIDENCES AT MIDTOWN, A CONDOMINIUM**

The Declaration of Condominium of Residences at Midtown, a Condominium, is recorded in Official Records Book 22431, at Page 269, of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

**Item 1: Article 17, Section 17.8 of the Declaration of Condominium of Residences of Midtown, a Condominium ("Declaration") shall be amended as follows:**

17.8. Leases. No portion of a Residential Unit (other than an entire Residential Unit) may be rented. The Association must approve all lease applications and leases. A Unit Owner shall be prohibited from leasing the Residential Unit for more than one (1) ~~separate~~ term within a one (1) year period with a minimum term of ninety (90) ~~days~~. For all leases with term of less than seven (7) months, the Unit Owner shall pay all applicable taxes to the appropriate local or state authority and shall obtain any landlord permit that may be required by the City of Palm Beach Gardens. The Association shall have the right to require a security deposit, a lease approval fee of \$50.00 and that a substantially uniform form of lease be used and copies of all Leases shall be provided to the Association. The lease shall include a provision permitting the Association authority and standing to evict any tenant of a Unit Owner who is in breach or violation of the lease agreement or this Declaration or the rules and regulations of the Association. The lease or rental shall not release the Unit Owner from any obligation under this Declaration, and either the lessee or the Unit Owner shall have the right to use the facilities and Common Elements to the exclusion of the other party. Regardless of whether or not expressed in the applicable lease, if any, all Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or occupant(s) (whether or not subject to a lease) which constitutes a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All leases shall comply with and be subject to the provisions of this Declaration, the By-Laws, and the Act and the provisions of same shall be deemed expressly incorporated into any lease of a Residential Unit. This Subsection shall also apply to subleases and assignments and renewals of leases of a Residential Unit. For the purposes of this Subsection 17.8, a corporate Unit Owner may allow its officers, directors, designees, and employees to use the Unit without it constituting a lease; provided, however, that corporate ownership may not be used to circumvent the rules and regulations covering the leasing of Units in the Condominium. This Subsection 17.8 may be amended only by the affirmative vote of sixty-six and two-thirds percent (66 2/3%) of all Unit Owners.

Further, no Unit Owner who purchases a Unit or otherwise acquires title to a Unit after the effective date of this amendment shall be entitled to lease his or her Unit until such Unit Owner has owned the Unit for a period of twelve (12) months, which twelve (12) month period shall commence upon the date title was acquired. Such twelve (12) month restriction on leasing shall not apply to the Association, in the event the Association takes title to a Unit as a result of foreclosure, deed in lieu of foreclosure or otherwise.

This is not a certified copy