

This Instrument prepared by and to be returned to: Steven G. Rappaport, Esquire Sachs Sax Caplan 6411 Broken Sound Parkway NW, Ste. 200 Boca Raton, FL 33487 (561) 994-4499 CFN 20130174920 OR BK 25956 PG 0539 RECORDED 04/17/2013 15:12:32 Palm Beach County, Florida Sharon R. Bock, CLERK & COMPTROLLER Pgs 0539 - 541; (3pgs)



## CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF RESIDENCES AT MIDTOWN, A CONDOMINIUM

I HEREBY CERTIFY that the amendment attached as Exhibit "A" to this Certificate was duly adopted as an 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. The attacked amendment was approved by the written consent of the members pursuant to Section 617.0701(4), Fla. Stat.

Florida. The attached amendment was approved by the written consent of the members pursuant to	
Section 617.0701(4), Fla. Stat.	ved by the Witten consent of the members pursuant to
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DATED this / Day of April	, 2013.
NATA JECOFO	
WITNESSES	RESIDENCES AT MIDTOWN CONDOMINIUM
	ASSOCIATION, INC.
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Signature	IRUZIN H. Socolett resident
MAGOLE MAGUICE	11/4/11
Print Name	
On At	- Can Fren
Aignoture (O)	By: Glene For
Signature	Trene Foy, Secretary
MULA VARGAR	**
Print Name	
STATE OF FLORIDA )	
) ss: COUNTY OF PALM BEACH )	
COUNTY OF PALM BEACH	
The foregoing instrument was acknowledged before me this 19 day of April, 2013, by	
Truin Socoloff, as President, and Ivene Foy, as Secretary, of Residences at	
Midtown Condominium Association, Inc., who are Personally Known [] or Produced Identification	
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$\tau$ (1) where $r$ ( ) $\Gamma$ ( $\Omega$ (	
Type of Identification Produced: FLDL.	
KEVIN KUCZYNSKI	NOTARY PUBLIC, State of Florida at Large
N6/ErA Public, State of Florida	
Commission # EE 637470 My comm. expires Sept. 23, 2016	
,	

## 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 shaft 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 of this Declaration or the rules and regulations of the Association. The lease of fental 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.