

**AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
FOR  
R.H.TOWERS CONDOMINIUM ASSOCIATION, INC.**

THIS AMENDMENT is made this 30<sup>th</sup> day of March, 2005, By R.H.TOWERS CONDOMINIUM ASSOCIATION, INC., ("R.H. TOWERS") pursuant to the Declaration of Condominium recorded in Official Record Book 8386, Page 01 - Page 125, of the Public Records of Broward County, Florida, as amended.

WHEREAS, pursuant to Section 14.1 of the Declaration of Condominium the Declaration may be amended by the approval by not less than seventy-five percent (75%) of the votes of the voting membership of the Association.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for R.H. Towers.

WHEREAS, the Amendment set forth does not materially affect a unit owner's share of common elements nor impair or prejudice the rights and priorities of the lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration of Condominium as follows:

1. This Amendment hereby amends Section 12.14 of the Declaration of Condominium as follows: (additions indicated by underline, deletions indicated by strike through.)

**12.14 LEASING / RENTING.** After approval by the Association elsewhere required, entire units may be leased/rented provided the occupancy is only by a lessee/renter and his family, his servants and guests. No individual rooms may be leased/rented and no transient tenants may be accommodated.

Leasing/Rental of a UNIT shall be limited to one lease during any twelve-month period.  
(1 of 3)

(3)



No UNIT may be leased/rented for less than three (3) consecutive months in a twelve- (12) month period. No Lease/Rental Agreement shall be for a period of more than one (1) year. For purposes of determining when the lease/rental period begins, the first day the lessee occupies the UNIT pursuant to a particular lease/rental agreement shall be the first day of the twelve (12) month period. All prospective lessees/renters shall make application to the ASSOCIATION prior to the commencement of any lease/rental term. The applicant shall provide the ASSOCIATION with information on the Associations Lease/Renter Approval Form along with the authorized application fee, requested by the ASSOCIATION and shall be required to submit to an interview by the Board of Directors or its designated representatives. To avoid the transient environment that results when units are purchased for investment and leasing/renting, a unit may not be leased/rented until an OWNER has held title for a minimum of one year.

Following one year of ownership, a UNIT OWNER may lease/rent his unit with the approval of the ASSOCIATION, which cannot be unreasonably withheld, subject to directive found elsewhere in these documents. (Section 13.3b). Without prior written consent of the ASSOCIATION, no lease/rental agreement may be modified, amended, extended, or assigned, and any tenant or occupant may not assign his interest in such lease/rental agreement or sublet the UNIT or any part thereof. The maximum total of leased/rented Units (with twelve (12) month lease/rental agreements), at any given time, shall not exceed Thirty-one (31) Units (twenty-seven (27) percent.

### 13.2 TRANSFERS SUBJECT TO APPROVAL.

- (1) Lease/Rental. No unit owner may dispose of a unit or any interest in a unit by lease/rental without written approval of the Association. No unit may be leased more than one time in any particular calendar year and no lease/rental agreement may be less than three (3) months duration.

II. Except as amended and modified herein, all other terms and conditions of the Declaration of Condominium for R.H. TOWERS shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and approved by not less than seventy-five percent (75%) of the votes of the voting membership of the Association.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration of Condominium for R.H. TOWERS to be executed by the duly authorized office this 30<sup>th</sup> day of March, 2005.

WITNESSES:

*Anthony Galinat*  
WITNESS

ANTHONY GALINAT  
(Print Name)

WITNESS

*Janet Bushouse*

JANET BUSHOUSE  
(Print Name)

State of Florida

County of Broward

THE FOREGOING instrument was acknowledged before me this 30<sup>th</sup> day of March, 2005, by Bertram B. Unger, President of R.H. Towers Condominium Association, Inc., who was personally known to me or who has produced a valid Florida Drivers License as identification.

Witness my hand and official seal at the County and State aforesaid this 30<sup>th</sup> day of March, 2005.

(seal)



**Mariene Jonas**  
Commission # DD388463  
Expires March 19, 2009  
Bonded Tray Pate - Insurance, Inc. 800-365-7019

R.H. TOWERS CONDOMINIUM  
ASSOCIATION, INC.

BY:

*[Signature]*  
PRESIDENT

TRES.

BERTRAM B. UNGER  
(Print Name)

*Mariene Jones*  
Notary Public

My Commission Expires:



**RESOLUTION BY THE BOARD OF DIRECTORS  
FOR R.H. TOWERS CONDOMINIUM, INC.**

R.H. Towers condominium Association, Inc. by and through it's Board of Directors hereby adopts the proposed amendment, which amends Section 12.14 and Section 13.2 of the Declaration of Condominium (attached hereto) which is approved by not less than seventy-five percent (75%) of the votes of the voting membership of the Association.  
It is therefore unanimously

RESOLVED that R.H. Towers Condominium Association, Inc. has the authority to amend the Declaration as attached hereto:

Dated this 30<sup>th</sup> day of March, 2005

**R. H. TOWERS CONDOMINIUM  
ASSOCIATION, INC.**

BY:

  
President

BERTZIAM B. UNGER  
(Print Name)

  
Director

GERRY SETARO  
(Print Name)

  
Director

ANNE E. MULDER  
(Print Name)

\_\_\_\_\_  
Director

\_\_\_\_\_  
(Print Name)

ATTEST:

  
Secretary

ANNE E. MULDER  
(Print Name)