

Brian M. Becher
David W. Black
Stephanie Deutsch
Steven W. Deutsch
Steven C. Elkin
Neil G. Frank*
Leorah G. Greenman
Michael A. Kammer
Michael Kassower
Andrew D. Levy
*Retired

FWB
FRANK • WEINBERG • BLACK

Steven W. Marcus
Joel M. McTague
Peter L. Meltzer
Harry P. Mirabile
Randy J. Nathan
John Schank
Marc A. Silverman
Robert T. Slatoff
Maria P. Spiliopoulos
David Neal Stern
Ashley Tulloch
Leanne B. Wagner
Steven A. Weinberg

March 26, 2024

Sent Via FEDEX 7756 7983 1432

Karen Brown
R.H. Towers Condominium Association, Inc.
400 N. Federal Highway
Deerfield Beach, Florida 33441

Re: Recorded Certificate of Amendment
Our File No. 15175.000

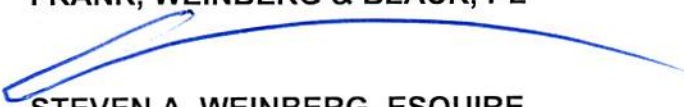
Dear Karen:

In follow up to our recent communications, enclosed please find the original Certificate of Amendment to the Declaration of Condominium of River House Towers, A Condominium (the "Amendment") that was recorded in Broward County on March 22, 2024, under instrument number 119467078. Please note, this Amendment is effective as of the date of recording.

Thank you and please let me know if you have any questions.

Very truly yours,

FRANK, WEINBERG & BLACK, PL


STEVEN A. WEINBERG, ESQUIRE
FOR THE FIRM
SAW/lp

Enclosures

Cc: Steven Russo via email only (srusso@campbellproperty.com)
Chris Tsonas via email only (christsonas1@comcast.net)

\\FWB-SERVER\WPDATA\FWB\RI\H. TOWERS CONDOMINIUM ASSOCIATION, INC. (RIVERHOUSE TOWERS)\15175.000 GENERAL CONDO MATTERS\2024
GENERAL MATTERS\LETTER TO ASSOCIATION WITH RECORDED DOCUMENTS.DOCX

7805 S.W. 6th Court • Plantation, FL 33324
Phone: 954-474-8000 • Fax: 954-474-9850 • www.fwblaw.net
Boca Raton • Daytona Beach • Plantation

Prepared by:
Steven A. Weinberg, Esq.
Frank, Weinberg & Black, P.L.
7805 S.W. 6th Court
Plantation, FL 33324

RECORDED ELECTRONICALLY	
Inst. #	<u>119467078</u>
OR Book	Page
County	<u>Broward</u>
Date	<u>3-22-2024</u> Time <u>12:54 pm</u>
By	<u>Lori Pickett</u>
FRANK WEINBERG BLACK P.L.	

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF RIVER HOUSE TOWERS,
A CONDOMINIUM**

THIS AMENDMENT to the DECLARATION OF CONDOMINIUM OF RIVER HOUSE TOWERS, A CONDOMINIUM is made this 18th day of March, 2024, by the corporation, not-for-profit.

RECITALS:

WHEREAS, the Declaration of Covenants, Restrictions and Easements (the "Declaration") for R.H. Towers Condominium Association, Inc. (the "Association") is recorded in Official Records Book 8386 at Page 1, of the Public Records of Broward County, Florida; and

WHEREAS, pursuant to the provisions of Section 14 of the Declaration of Condominium of River House Towers, a Condominium, as amended, entitled Amendments, an amendment to the Declaration was made, approved and ratified by required votes of the members by virtue of the execution of a Written Consent approved by the Unit Owners; and

WHEREAS, the Amendment to the Declaration is attached hereto as Exhibit "A" and incorporated herein by such reference.

NOW, THEREFORE, we the undersigned being the duly authorized officers of the R.H. TOWERS CONDOMINIUM ASSOCIATION, INC. do hereby subscribe and execute this Certificate of Amendment to the Declaration of Covenants, Restrictions and Easements.

WITNESSESS:

R.H. TOWERS CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
Dominique Ratnaud, Secretary

By: [Signature]
Chris Tsongas, President

By: [Signature]
Print Name: WALTER MOERVTZL

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 18th day of March, 2024, by Chris Tsonas, as President of R.H. TOWERS CONDOMINIUM ASSOCIATION, INC., who is personally known to me or who has produced Florida Driver's License as identification.

Karen Brown
NOTARY PUBLIC, State of Florida

Printed Name: Karen Brown

My Commission Expires: 3/23/24



KAREN BROWN
Commission # GG 972321
Expires March 23, 2024
Bonded Thru Budget Notary Services

Exhibit A

R.H. Towers Condominium Association, Inc. Amendment to the Declaration

(deletions are ~~stricken~~ and new language is underlined)

Proposed Amendments:

12.6 **Nuisance.** No nuisance as defined by the Board of Directors of the Association (and specifically including smoking) shall be allowed upon the condominium property or recreational facilities, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property. The Association may seek compliance through various legal means, including (but not limited to) the imposition of fines or the filing of suit. Notwithstanding the foregoing, nothing herein shall be construed to require the Association to take any action to enforce this paragraph. In the event that the Association does not take action with respect to an alleged nuisance, any other unit owner may institute, in his or her own name and at his or her own expense, such legal action as may be necessary with respect to the alleged nuisance.

The following is a new section to be added to Article 12:

12.18 Smoking. No owner, family member, tenant, occupant, resident, guest, invitee, or visitor shall smoke cigarettes, cigarillos, cigars, or any other similar product (whether or not such product contains tobacco), marijuana, any illegal substance of any kind whatsoever, or electronic cigarettes or vaping devices (individually or collectively, a "Smoking Item") on any portion of the condominium property (specifically including within condominium units or on the common elements and limited common elements), with the exception of the parking lot, roadways and individual parking spaces.

12.18.1. To "smoke," or "smoking," for purposes of this Section, shall include the inhaling, exhaling, burning, carrying, handling or controlling of any lit or smoldering Smoking Item, or any other device hereinafter invented or developed that the Board of

Directors, in its sole and absolute discretion, deems similar enough to smoking to be encapsulated by this Section.

12.18.2. "Invitee" shall include, but is not limited to, any contractor, agent, household worker, or other person hired by the owner, tenant or resident to provide a service or product to the owner, tenant, or resident.

12.18.3. Any owner who sells, leases or transfers ownership of his/her unit shall specifically disclose to all potential buyers, lessees, transferees and realtors that smoking is prohibited in accordance with the provisions of this Section 12.18.

12.18.4. The Board of Directors shall have the authority and power, but not the obligation, to enact rules and regulations which it deems necessary to enforce this restriction as set forth in this Section 12.18, and to take such enforcement actions as the Board deems necessary. If the Board chooses not to take an enforcement action against an offending party, any owner, tenant or resident may take such action against the offending party, but in no event shall any action lie against the Association or the individual Directors for failure to take enforcement action.

12.18.5. Should smoke drift to any area in which smoking is prohibited, this shall be deemed a *nuisance per se* under Section 12.6 of this Declaration.

12.18.6. Should any owner fail or refuse to vote in favor of this amendment, he or she, or any permitted occupant pursuant to an approved lease who took occupancy of a condominium unit prior to the effective date of this amendment, shall be permitted to smoke inside a condominium unit (provided, however, that the restriction against smoking on the common elements and limited common elements shall still apply).

Prepared by:
Steven A. Weinberg, Esq.
Frank, Weinberg & Black, P.L.
7805 S.W. 6th Court
Plantation, FL 33324

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF RIVER HOUSE TOWERS,
A CONDOMINIUM**

THIS AMENDMENT to the DECLARATION OF CONDOMINIUM OF RIVER HOUSE TOWERS, A CONDOMINIUM is made this 18th day of March, 2024, by the corporation, not-for-profit.

RECITALS:

WHEREAS, the Declaration of Covenants, Restrictions and Easements (the "Declaration") for R.H. Towers Condominium Association, Inc. (the "Association") is recorded in Official Records Book 8386 at Page 1, of the Public Records of Broward County, Florida; and

WHEREAS, pursuant to the provisions of Section 14 of the Declaration of Condominium of River House Towers, a Condominium, as amended, entitled Amendments, an amendment to the Declaration was made, approved and ratified by required votes of the members by virtue of the execution of a Written Consent approved by the Unit Owners; and

WHEREAS, the Amendment to the Declaration is attached hereto as Exhibit "A" and incorporated herein by such reference.

NOW, THEREFORE, we the undersigned being the duly authorized officers of the R.H. TOWERS CONDOMINIUM ASSOCIATION, INC. do hereby subscribe and execute this Certificate of Amendment to the Declaration of Covenants, Restrictions and Easements.

WITNESSESS:

R.H. TOWERS CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
Dominique Ranaud, Secretary

By: [Signature]
Chris Tsongas, President

By: [Signature]
Print Name: WALTER MOCKERTER

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 18th day of March, 2024, by Chris Tsonas, as President of R.H. TOWERS CONDOMINIUM ASSOCIATION, INC., who is personally known to me or who has produced Florida Driver's License as identification.

Karen Brown
NOTARY PUBLIC, State of Florida

Printed Name: Karen Brown

My Commission Expires: 3/23/24



KAREN BROWN
Commission # GG 872321
Expires March 23, 2024
Bonded Thru Budget Notary Services

Exhibit A

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(deletions are stricken and new language is underlined)

Proposed Amendments:

12.6 Nuisance. No nuisance as defined by the Board of Directors of the Association (and specifically including smoking) shall be allowed upon the condominium property or recreational facilities, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property. The Association may seek compliance through various legal means, including (but not limited to) the imposition of fines or the filing of suit. Notwithstanding the foregoing, nothing herein shall be construed to require the Association to take any action to enforce this paragraph. In the event that the Association does not take action with respect to an alleged nuisance, any other unit owner may institute, in his or her own name and at his or her own expense, such legal action as may be necessary with respect to the alleged nuisance.

The following is a new section to be added to Article 12:

12.18 Smoking. No owner, family member, tenant, occupant, resident, guest, invitee, or visitor shall smoke cigarettes, cigarillos, cigars, or any other similar product (whether or not such product contains tobacco), marijuana, any illegal substance of any kind whatsoever, or electronic cigarettes or vaping devices (individually or collectively, a "Smoking Item") on any portion of the condominium property (specifically including within condominium units or on the common elements and limited common elements), with the exception of the parking lot, roadways and individual parking spaces.

12.18.1. To "smoke," or "smoking," for purposes of this Section, shall include the inhaling, exhaling, burning, carrying, handling or controlling of any lit or smoldering Smoking Item, or any other device hereinafter invented or developed that the Board of

Directors, in its sole an absolute discretion, deems similar enough to smoking to be encapsulated by this Section.

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12.18.3. Any owner who sells, leases or transfers ownership of his/her unit shall specifically disclose to all potential buyers, lessees, transferees and realtors that smoking is prohibited in accordance with the provisions of this Section 12.18.

12.18.4. The Board of Directors shall have the authority and power, but not the obligation, to enact rules and regulations which it deems necessary to enforce this restriction as set forth in this Section 12.18, and to take such enforcement actions as the Board deems necessary. If the Board chooses not to take an enforcement action against an offending party, any owner, tenant or resident may take such action against the offending party, but in no event shall any action lie against the Association or the individual Directors for failure to take enforcement action.

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12.18.6. Should any owner fail or refuse to vote in favor of this amendment, he or she, or any permitted occupant pursuant to an approved lease who took occupancy of a condominium unit prior to the effective date of this amendment, shall be permitted to smoke inside a condominium unit (provided, however, that the restriction against smoking on the common elements and limited common elements shall still apply).