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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
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This instrument was prepared by:
KENNETH S. DIREKTOR, ESQUIRE
Becker & Poliakoff, P.A.
625 North Flagler Drive, 7th Floor
West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATIONS OF CONDOMINIUM FOR
TEQUESTA GARDEN CONDOMINIUM NOS. 1 THROUGH 8**

WHEREAS, the **Declarations of Condominium for Tequesta Garden Condominiums** have been duly recorded in the Public Records of Palm Beach County, Florida, as follows:

<u>CONDOMINIUM NO.</u>	<u>OFFICIAL RECORD BOOK</u>	<u>PAGE</u>
Condominium No. 1	1699	242
Condominium No. 2	1747	195
Condominium No. 3	1785	1
Condominium No. 4	1812	1462
Condominium No. 5	1848	1665
Condominium No. 6	1891	262
Condominium No. 7	1937	81
Condominium No. 8	1982	1538

and

WHEREAS, at a duly called and noticed meeting of the membership of **Tequesta Garden Condominium Association, Inc.**, a Florida not-for-profit corporation, held on **October 31, 2018**, the aforementioned Declarations of Condominium were amended pursuant to the provisions of said Declarations of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declarations of Condominium is a true and correct copy of the amendment as amended by the membership:

**AMENDMENT TO THE
DECLARATIONS OF CONDOMINIUM FOR
TEQUESTA GARDEN CONDOMINIUM NOS. 1 THROUGH 8**

(Additions shown by "underlining",
deletions shown by "strikeout",

unaffected text indicated by "...")

ARTICLE XI

USE RESTRICTIONS

* * *

H. Leasing. No portion of a Unit may be rented. A Unit shall not be leased or rented without the prior written approval of the Association, as provided in Article XII hereof, which approval shall not be unreasonably withheld, provided, however, that a Unit Owner shall be prohibited from leasing his Unit more than twice in a twelve (12) month period, which twelve (12) month period shall be measured from the commencement of the lease prior to the most recent prior lease of the Unit, nor may a Unit be leased for a term of less than three (3) months nor more than twelve (12) months ~~nor during the first six (6) months of ownership, measured from the date of recordation of the most recent deed conveying any interest in the Unit.~~ No Unit Owner may lease his or her Unit during the first twelve (12) months of ownership, measured from the date of recordation of the most recent instrument conveying any interest in title to the Unit, except transfers by devise or inheritance to members of the family, as defined herein above, of a deceased Unit Owner, or Units acquired by the Association, or transfers to add a member of the Owner's family, as defined hereinabove, to the title for estate planning purposes. In the event of conveyance of title with an approved occupant in possession under lease, said moratorium against leasing during the first twelve (12) months of ownership shall commence upon expiration of lease. No rooms may be leased and no transient tenants accommodated. A Unit shall be considered leased any time it is occupied by a tenant. No Unit may be used in connection with a swap arrangement for vacation use or other transient occupancy such as AirBnB or any similar company or enterprise, nor may any Unit be listed for vacation use or other transient occupancy on any web or other listing service or medium provided by AirBnB or any similar company or enterprise. A Unit shall be considered leased any time it is occupied by a tenant. The Association shall have the right to require that a substantially uniform form of lease be used. The lease shall include a provision granting the Association authority and standing to evict any tenant of a Unit Owner who is in breach or violation of this Declaration or the rules and regulations of the Association. In the event the Association approves a rental or lease, such approval of a lease or rental shall not release the Unit Owner from any obligation under this Declaration, and the lessee shall have the right to use the facilities and Common Elements to the exclusion of the Unit Owner unless the lessee waives such rights in writing. 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 constitute 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 Unit. Subleases are prohibited. This Section H is not applicable to Association-owned units.

WITNESS my signature hereto this 10th day of JANUARY, 2019, at Tequesta, Palm Beach County, Florida.

TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC.

[Signature]
Witness

By: [Signature]
Wallace Grove, President

ROGER KJAR
(PRINT NAME)

Attest: [Signature]
Tom McEnany, Secretary

[Signature]
Witness

MARK CASSETTA
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 10th day of JANUARY, 2019, by Wallace Grove and Tom McEnany, as President and Secretary, respectively, of **Tequesta Garden Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.



[Signature] (Signature)

Daryl T. McMullen (Print Name)
Notary Public, State of Florida at Large