

This instrument was prepared by:  
**DONNA DiMAGGIO BERGER, ESQ.**  
Becker & Poliakoff, P.A.  
1 East Broward Blvd., Suite 1800  
Ft. Lauderdale, FL 33301  
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
VILLAGE AT SWINTON SQUARE CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Village at Swinton Square Condominium has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 21164 at Page 0182; and

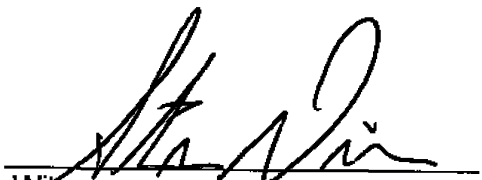
WHEREAS, at a duly called and noticed meeting of the membership of Village at Swinton Square Condominium Association, Inc., a Florida not-for-profit corporation, held March 10, 2015, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Condominium are a true and correct copy of the amendments as amended by the membership.

**SEE ATTACHED**

\* \* \* \* \*

WITNESS my signature hereto this 3 day of April, 2015, at Delray Beach, Palm Beach County, Florida.

  
Witness  
STEPHEN DRINOD  
(PRINT NAME)


VILLAGE AT SWINTON SQUARE  
CONDOMINIUM ASSOCIATION, INC.  
By: Juanita Haines  
President

Karen Gobrecht  
Witness  
Karen Gobrecht  
(PRINT NAME)

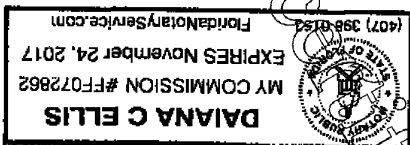
Attest Anthony Imbesi  
Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3rd day of April 2015, by Judith Haptnett and Anthony Mpesi, as President and Secretary, respectively, of Village at Swinton Square 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)

Diana Ellis (Print Name)  
Notary Public, State of Florida at Large



ACTIVE: 6842577\_1

AMENDMENTS TO THE DECLARATION OF  
CONDOMINIUM FOR VILLAGE AT SWINTON SQUARE CONDOMINIUM

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

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15. **Occupancy and Use Restrictions.** In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

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15.3. **Barbecue Grills.** ~~Barbecue grills are prohibited on any portion of the Condominium. The use or storage of propane or charcoal grills is subject to further Board rules and regulations to ensure compliance with local and state fire and life safety regulations. In addition to regulating the use of personal barbecue grills, the Board may also designate a portion of the common areas to accommodate grilling.~~

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15.11 **Leases.** No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by Association and shall provide (or if it does not provide, shall automatically be deemed to provide) that (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any rules and regulations adopted by the Association from time to time (before or after execution of the lease) and (ii) Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws of Association, applicable Rules or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by Association. Unit Owners are responsible for providing to their tenants copies of all such documents or instruments. Leasing of Units shall also be subject to the prior written approval of Association, as more particularly explained in Section 16 hereof. No Unit may be leased more than ~~two (2) times per year~~ one time in any consecutive twelve (12) month period. Moreover, no Unit Owner may lease his or her unit during the first twelve (12) month period after becoming the record title owner of the unit. Each lease must be for a minimum period of six (6) months. No subleasing or assignment of lease rights by the tenant is permitted. Association may also charge a reasonable fee to offset the costs of a background check on tenant (in an amount determined by the Board and not to exceed the amount permitted by the Act). As a condition to the approval by Association of a proposed lease of a Unit, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent (or such greater amount permitted from time to time by the Act) be deposited into an account

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maintained by Association as permitted by the Act. The security deposit shall protect against damages to the Common Elements or Association Property. A security deposit held by Association under this Section 15.11 shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. The Unit Owner will be jointly and severally liable with the tenant to Association for any amount in excess of such sum which is required by Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases shall also comply with and be subject to the provisions of Section 16 hereof and the Restrictive Covenant Agreement, attached hereto as Exhibit 8.

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*Not a certified copy*