This Instrument prepared by
and to be returned to:
Steven G. Rappaport, Esquire
Sachs & Sax
301 Yamato Road, Suite 4150
Boca Raton, FL 33431
(561) 994-4499

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# CERTIFICATE OF AMENDMENT TO THE DECLARATION OF ASHLAND CONDOMINIUM A

**I HEREBY CERTIFY** that the amendment attached as Exhibit "A" to this Certificate was duly adopted as an amendment to the Declaration of Ashland Condominium A (the "Declaration"). The Declaration is recorded in Official Records Book 8895, at Page 254, in the Public Records of Palm Beach County, Florida.

**DATED** this 25 day of JANUARY, 2008.

WITNESSES

Julian Levison
Signature
JULIAN LEVISON
Print Name

Signature
PRUDENS JANSSEN
Print Name

**ASHLAND CONDOMINIUM A ASSOCIATION, INC.**

By: Ann Schwartz
ANN SCHWARTZ, President

By: Gerald Gross
GERALD GROSS Secretary

STATE OF FLORIDA )
) ss:
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 25 day of JANUARY, 2008, by ANN SCHWARTZ, as President, and GERALD GROSS, as Secretary, of Ashland Condominium A Association, Inc., who are Personally Known N or Produced Identification [ ].

Type of Identification Produced: _____.

Carol E. Cedar
NOTARY PUBLIC, State of Florida at Large

(SEAL)

Carol E. Cedar
My Commission DD306848
Expires April 05, 2008

[redacted]

**EXHIBIT "A"**

**AMENDMENTS**
**TO THE**
**DECLARATION OF ASHLAND CONDOMINIUM A**

The Declaration of Ashland Condominium A (the "Declaration") is recorded in Official Record Book 8895, at Page 254, in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

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**Item 1: Article 17, Section 17.8 of the Declaration shall be amended as follows:**

17.8 Leases. No portion of a Unit (Other than an entire Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the 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 the Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. Leasing of Units shall also be subject to the prior written approval of the Association and the Association may reject the leasing of any Unit on any grounds the Association elects. No lease shall be approved for a term of less than thirty (30) days. Unit Owners wishing to lease their Units shall be required to place in escrow with the Association a sum to be determined by the Association, but not more than the equivalent of one month's rent, which may be used by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum 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. Any balance remaining in the escrow account, less an administrative charge determined by the Association, but not to exceed $100.00, shall be returned to the Unit Owner within thirty (30) days after the date of Association's notice to the Unit Owner of its intention to impose a claim for damages.

Existing Unit Owners as of the effective date of this amendment shall continue to be governed by the above Section 17.8. Any Unit Owner who purchases his or her Unit after the effective date of this amendment shall continue to be governed by this entire Section 17.8, and shall also be governed by the following leasing restrictions which shall supercede any conflicting language in the remainder of this Section 17.8:

1. Only one (1) lease shall be permitted within a 365 day period, which 365 day period shall be deemed to commence on the date of the lease.

2. No such Unit Owner may lease his or her Unit for a period of twenty four (24) months after taking title to his or her Unit.

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