

THIS INSTRUMENT WAS PREPARED BY: KAYE BENDER REMBAUM, P.L. ANDREW B. BLACK, ESQ. 1200 PARK CENTRAL BOULEVARD SOUTH POMPANO BEACH, FLORIDA 33064

CFN 20130540216 OR BK 26519 PG 0088 RECORDED 12/20/2013 11:35:48 Palm Beach County, Florida Sharon R. Bock, CLERK & COMPTROLLER Pgs 0088 - 90; (3pgs)

## CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF CROSSWINDS AT RIVER BRIDGE, A CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Crosswinds at River Bridge, A Condominium, as described in Official Records Book 4912 at Page 1052 of the Public Records of Palm Beach County, Florida were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we LOUMBER 2013, at	e have affixed our hands this 274 day of, Palm Beach County, Florida.
	By: Merses Valler No
	Print: AggusTo VALLERILLO
	Attest: Élaine Hajaje
	Print: Elaine Harak
STATE OF FLORIDA COUNTY OF PALM BEACH	
The foregoing instrument was acknowledged before me this 27th day of LOVEMBEL., 2013 by LUGUSTO VOLICITIO as President and Elaine Harak as Secretary of Crosswinds at River Bridge Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced D.L. as identification.	
	NOTARY PUBLIC:
Notary Public State of Florida Michelle Lynn Holmes My Commission EE052247 Expires 01/02/2015	sign Mulelle Lynn Holmes
	print MICHELLE L YNN HOLMES State of Florida at Large
My Commission Expires:	

## AMENDMENTS TO THE DECLARATION OF CONDOMINIUM FOR CROSSWINDS AT RIVER BRIDGE, A CONDOMINIUM

(additions indicated by underlining, deletions by "----", and unaffected language by ". . . ")

- 1. PURPOSE. The purpose of this Declaration is to submit the fee simple title to the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as it may be amended from time to time, hereinafter called the "Condominium Act".
- 13. USE RESTRICTIONS. The use of the Condominium Property and Common Elements shall be in accordance with the following provisions as long as the Condominium exists and the Condominium Buildings in useful condition exist upon the land.
- 13.4 Leasing. No Unit will be leased under the provisions of any lease or tenancy unless the term of such lease and/or tenancy is greater than two (2) successive months. No lease shall be made more often than one (1) time in any calendar year. For purposes of calculation, a lease shall be considered as made on the firs day of the lease term. Upon the effective date of this amendment, no Unit shall be leased during the first twelve (12) months following the acquisition of title. In the event title to the Unit is acquired with a tenant in possession under a previously approved lease, the lease may continue for the duration of the existing approved lease term. Upon the termination of that lease, the Unit shall not be leased for the next twelve (12) month period. This Section shall not apply to any Unit owned by the Association.
- 14. COMPLIANCE AND DEFAULT. Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, and By-Laws and the Regulations adopted pursuant to those documents, all of such as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and Regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

14.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his or her negligence, act or omission, or by that of any member of his or her family or his or their her guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Any cost or expense so incurred by the Association shall be deemed to be a special assessment against the Unit and collectible in the same fashion as any other assessment as provided in Article 7 hereunder. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner.

. . .

14.2. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of this Declaration; the Articles of Incorporation of the Association; the By-Laws of the Association; any exhibit to this Declaration; or any Rules or Regulations adopted pursuant to any of the foregoing, and all other such documents, Rules and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court including fees on appeal. In addition to the foregoing, in the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and/or the Rules of the Association, and the Owner complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorney's fees incurred to bring about the compliance from the Owner, regardless of whether litigation is necessary for the enforcement. The costs and attorney's fees so incurred to bring about compliance, or to obtain a judgment should litigation be necessary, shall be deemed to be a special assessment against the Unit and collectible in the same fashion as any other assessment as provided in Article 7 hereunder.

. . .