

DATE MICROFILMED: April 1994

COURTHOUSE TOWER LOCATION

CAMERA OPERATOR: Charles

DEPUTY CLERK - CIRCUIT COURT

RE: 1631974853

94R180344 1994 APR 14 1410.

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF FIFTY SIX SIXTY COLLINS AVE. CONDOMINIUM

WHEREAS, the Declaration of Condominium of Fifty Six Sixty Collins Ave. Condominium, Inc. was duly recorded in Official Records Book 7045 at Page 182 of the Public Records of Dade County, Florida; and

WHEREAS, Fifty Six Sixty Collins Ave. Condominium, Inc. (hereinafter the "Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, at a duly called and convened Special meeting of the membership of the Association held on March 8, 1994, at which a quorum was present, the members by a vote of the membership in excess of seventy-five (75%) percent of those voting members present, in person or by proxy and voting approved amendments to the Declaration of Condominium as set out in Exhibit "A" attached hereto and incorporated herein; and

THEREFORE, the undersigned hereby certifies that the amendments to the Declaration of Condominium as set out in Exhibit "A" attached hereto and incorporated herein is a true copy of the amendments as approved by the requisite percentage of the membership of the Association.

WITNESS my signature hereto this 31 day of April, 1994 at Miami, Florida.

FIFTY SIX SIXTY COLLINS AVE. CONDOMINIUM, INC.

Witness

BY: [Signature], President (Seal)

Witness

ATTEST: [Signature], Secretary

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 31 day of April, 1994 by the FIFTY SIX SIXTY COLLINS AVE. CONDOMINIUM, INC., a Florida not-for-profit corporation, on behalf of the corporation. Who is personally known to me or has produced as identification and who did/did not take an oath.

Notary Public Ben-Zion Aronowicz My Comm Expires 12/95

NOTARY PUBLIC SIGNATURE (SEAL) STATE OF FLORIDA AT LARGE

My commission expires:

BEN-ZION ARONOWICZ PLEASE PRINT OR TYPE NOTARY SIGNATURE

THIS INSTRUMENT PREPARED BY

ANTHONY A. KALLICHE, ESQUIRE BECKER & POLJAKOFF, P.A. 8181 BLUE LAGOON DRIVE SUITE 250 MIAMI, FLORIDA 33128

1994

09/11/99
DATE MICROFILMED

COURTHOUSE TOWER
LOCATION

Christie Charles
CAMERA OPERATOR
SERIES CLERK - CIRCUIT COURT

OFF: 16319/4854

EXHIBIT "A"

AMENDMENTS
TO
DECLARATION OF CONDOMINIUM
OF
FIFTY SIX SIXTY COLLINS AVE. CONDOMINIUM

(Additions shown by underlining; deletions shown by "----")

1. Amendment to Article XII, Paragraphs (A), (B) and (C) of the Declaration of Condominium as follows:

"(A) In the event that a Unit Owner desires to sell, ~~rent or lease~~ his Condominium Parcel, the Association shall have the option to purchase, ~~rent, or lease~~ said Unit upon the same conditions as are offered by the Unit Owner to any third person. Any attempt to sell, ~~or rent, or lease~~ said Unit without prior offer to the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, ~~tenant, or lessee~~. Notwithstanding anything to the contrary contained in the condominium documents, there shall be no leasing or rental of condominium units except rentals to members of the owner's family as may be approved, in writing, in advance by the Board of Directors and except for leases or rentals in hardship circumstances as determined by the Board of Directors in the exercise of its sole discretion.

(B) Should the Unit Owner wish to sell, ~~lease, or rent~~ his Condominium Parcel, he shall, before accepting any offer to purchase, ~~sell, lease, or rent~~ or transfer his Condominium Parcel, deliver to the Board of directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, ~~lease, or transfer~~ is to be made, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors. ~~Any lease or rental arrangement shall be for not less than one (1) year. There shall be no leasing or renting of condominium units except as provided in paragraph (A) of this Article XII. Where a corporation, other non-personal entity, trustee, or more than three (3) persons is/are the owner of a unit, said corporation, non-personal entity, trustee, or persons shall designate in writing the primary occupant(s) of the unit and the period of time said occupant(s) will be residing in the unit. Said designation shall be filed with the Association and shall be subject to the prior written approval of the Association. The primary occupant(s) shall not be changed more frequently than one (1) time in any twelve (12) month period.~~

(C) The Board of Directors, within ten (10) days after receiving such notice, and such supplement information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or, by written notice to be delivered to the Unit Owner's Unit (or mailed to the place designated by the Unit Owner in his notice), designate the Association, or one or more persons who are then Unit Owners, or any person or persons satisfactory to the board of Directors, who is willing to purchase, ~~lease or rent~~ upon the same terms as those specified in the Unit Owner's notice. The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors to make a binding offer to buy, ~~lease, or rent~~ upon the same terms specified in the Unit owner's notice. Thereupon, the Unit Owner shall either accept

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such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person or persons within said ten (10) day period, or failure of such person or persons to make such an offer within said fourteen (14) day period, shall be deemed as a consent by the Board of Directors to the transaction specified in the Unit Owner's notice, and the Unit Owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said Unit pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after his notice was given. If the transaction is a sale and the sale is approved, either formally or by failure to purchase as herein permitted, by the Association, then such approval shall be set forth in an instrument executed by the Association in recordable form."

2. Amendment to Article XII, Paragraphs (D) and (H) of the Declaration of Condominium as follows:

"D. No sub-leasing or sub-renting by a lessee of a Unit shall be permitted. The Board of Directors shall have the right to require that a uniform form of lease be used. No person may own or have a proprietary interest in more than one (1) unit in the condominium except when an additional unit or units is/are being acquired to be combined with owner's existing unit(s), provided such acquisition is first approved by the Board of Directors or except in appropriate hardship circumstances as determined by the Board of Directors in the exercise of its sole discretion. This restriction is deemed to prohibit multiple ownership of units by any person, whether title to the units is held, or to be held, under the name of the person, his/her spouse or other family member, a partnership, trust or a corporation in which the owner or his/her spouse has a beneficial interest or is a principal or officer. This restriction shall not apply to those unit owners who have purchased additional units or to persons who are under a binding legal contract duly executed and accepted by all parties for the purchase of an additional unit or units prior to the effective date of this amendment. However, such unit owners will be bound by the terms hereof to the extent of any proposed future acquisitions of units.

H. The provisions of this Article XII other than subparagraph D shall not apply to a transfer by an individual Unit Owner to his wife or husband, as the case may be."

3. Amendment to Article XII, Paragraphs (I) & (J) as follows:

"(I) The provisions of Paragraphs (A), (B), (C) and (D) and (J) have been incorporated in this Declaration in order to maintain a community of congenial residents in the apartment building and to protect the values of the Units, and to assure the ability and responsibility of each Unit Owner to pay those obligations required by each Unit owner to be paid pursuant to the provisions of this Declaration and the By-Laws of the Association.

(J) Screening Fee. All applications for approval of a sale, lease or other transfer shall be accompanied by a screening fee of \$100.00 (or up to such other maximum amount as may be established by law from time to time).

In addition to the Right of First Refusal as set forth in this Article XII, the Association shall have the power to disapprove of any proposed sale, lease, or transfer of a condominium unit or an interest therein in those cases

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where a majority of the members of the Board of Directors determines that good cause for such disapproval exists. Only the following may be deemed to constitute good cause for disapproval:

(a) The person seeking approval has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

(b) The person seeking approval has a record of financial irresponsibility, including without limitation, prior bankruptcies, foreclosures or bad debts;

(c) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium. By way of example, but not limitation, an owner allowing a tenant to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;

(d) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other organizations or associations or residences, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit;

(e) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

(f) The unit owner requesting the transfer or lease has had fines assessed against him or her which have not been paid; or

(g) All assessments and other charges against the unit have not been paid in full.

In those situations where the Association disapproves of a proposed sale, lease or transfer of a unit for good cause, it shall not be obligated to provide a substitute purchaser, tenant or transferee."

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
SERIALS 163190
MARWEY RIVLIN,
Clerk of Circuit & County
Courts