

Prepared by:  
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Miami, FL 33181

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
ASHLEY APARTMENTS CONDOMINIUM**

WHEREAS, the Declaration of Condominium ("Declaration") of Ashley Apartments Condominium ("Condominium") was recorded in Official Records Book 5701, at Page 2 of the Public Records of Miami-Dade County, Florida; and

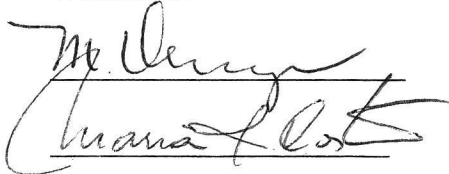
WHEREAS, the Ashley Condominium Corporation, a Florida not-for-profit corporation ("Association"), is the entity responsible for the operation of the Condominium and has proposed amendments to the Declaration, attached to this instrument as Exhibit "A,"; and

WHEREAS, Article XIII of the Declaration states the requirements for approval of amendments to the Declaration and the requirements have been satisfied by the required votes of the Unit Owners at a duly called and convened special meeting of the Unit Owners on March 29, 2016.

NOW THEREFORE, the Association, by and through its undersigned officers, does herein certify that the attached Exhibit A is a true copy of the amendments as approved which shall be effective as of the date that this instrument is recorded among the Public Records of Miami-Dade County, Florida.

IN WITNESS HEREOF, the Association has caused its officers to execute this Amendment to Declaration of Condominium on the dates stated on the following page.

Witnesses:



ASHLEY CONDOMINIUM CORPORATION

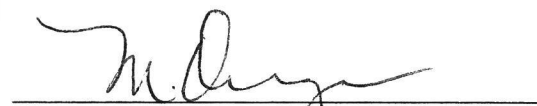
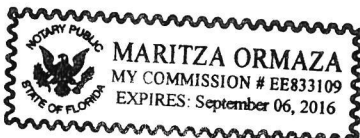
By: Honor Caine

Title: Honor Caine, Vice President and Secretary

STATE OF FLORIDA  
COUNT OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of APRIL, 2016, by Honor Caine, as Vice President and Secretary of Ashley Condominium Corporation, a Florida not-for-profit corporation, who is personally known to me or who produced the following identification: FLDL C500-320-56-752-0

My commission expires: SEPT 6/16

  
Notary Public, State of Florida

**Amendment to Article XII(A) of the Declaration to modify the same as follows:**

(A) The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property and annual operating expenses of the Association, and if possible, the amount of said common expense will be fixed and determined in advance for each fiscal year. The procedure for the determination of such assessments shall be set forth in the By-Laws of the Association.

**Amendment to Article XII(B) of the Declaration to modify the same as follows:**

(B) Assessments, and installments thereof, that are unpaid for over ~~thirty (30)~~ ten (10) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum, or the highest rate permitted by law, from due date until paid. The Association may also charge an administrative late fee up to the greater of \$25 or 5% or each delinquent installment for which payment is late, or such other amount as may be provide for in the Condominium Act, as amended from time to time, in addition to such interest.

**Amendment to Article XII(C) of the Declaration to delete the existing subsection in its entirety and replace it as follows:**

(C) The Association has a lien on each Condominium Parcel to secure the payment of assessments, together with any interest, late fees and reasonable costs and attorney's fees incurred by the Association incident to the collection of the assessments or enforcement of the lien. Except as otherwise provided in the Condominium Act, and as set forth below, the lien for Assessments described above is effective from, and shall relate back to the date of recording of the Declaration. However, as to first mortgagees of record, the lien for Assessments is effective from and after the date of recording of a Claim of Lien in the public records of the County. The Lien shall state the description of the Unit, the name of the record Unit Owner, the name and address of the Association, the amounts due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amounts as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. No such lien shall be effective longer than one (1) year from the date the lien was recorded unless, within that time, an action to enforce the lien is commenced. The one year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Unit Owner or any other person claiming an interest in the parcel. The claim of lien shall secure (whether or not stated therein) all unpaid assessments that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest, late fees, and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon payment in full, the person making payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

**Amendment to Article XII(D) of the Declaration to delete the existing subsection in its entirety and replace it as follows:**

(D) A Unit Owner, except as provided herein or in the Condominium Act, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while he or she is the Unit Owner. Additionally, a Unit Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to the right the Owner may have to recover from the previous Owner the amounts paid by the grantee Owner. The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited to the lesser of (a) the Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (b) one percent of the original mortgage debt, or such other amount as may be provided by the Condominium Act as amended from time to time. The provisions of this paragraph apply only if the first mortgagee joined the Association as a defendant in the mortgage foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or registered agent for service of process at a location which was known to or reasonably discoverable by the mortgagee. A first mortgagee acquiring title to a Unit as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of ownership of such Unit, whether or not such unit is occupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

**Amendments to Article XIII(A) of the Declaration to modify the same as follows:**

(A) In the event a Unit Owner desires to sell, rent or lease his/her Unit, 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.

**Amendments to Article XIII(B) of the Declaration to modify the same as follows:**

(B) Should the Unit Owner wish to sell, lease, or rent his/her Condominium Parcel (which means the Unit, together with the undivided share in the Common Elements appurtenant thereto), he/she shall, before accepting any offer to purchase, sell, lease or rent his/her Condominium Parcel, deliver to the Board of Directors of the Association, at least thirty (30) days prior to the date of such transfer, a written notice of intent to transfer containing (i) a copy of the proposed purchase and sale agreement or lease which includes all of the terms thereof ~~the terms of the offer he has received or which he wishes to accept,~~ (ii) the name and current address of the proposed transferees person(s) ~~to whom the proposed sale, lease or transfer is to be made,~~ (iii) ~~and such other information (to be requested within five (5) days from receipt of such notice)~~ as may reasonably be required by the Board of Directors, including without limitation, completion of the Association's approved application form and submission, and (iv) an application fee not to exceed the amount set forth in

section 718.112(2)(i), Florida Statutes, as may be amended from time to time. If a Unit Owner fails to provide the Association with such notice, then upon the Association's knowledge of such unapproved transfer, the Association may at that time and without notice approve or disapprove the transfer.

**Amendments to Article XIII(C) of the Declaration to modify the same as follows:**

(C) The Board of Directors, within ten (10) days after the Association ~~has receiving such notice~~ has received a properly completed notice of intent to transfer, and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in such notice of intent to transfer, or, by written notice to be delivered to the Unit Owner's Unit (or mailed to the place designation by the Unit Owner in ~~his~~ the notice), designate the Association, one or more persons who are then Unit Owners, or any persons 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 of intent to transfer. 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 such offer or withdraw and/or reject the offer specified in the notice of intent to transfer 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 a binding 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 of intent to transfer, and the Unit Owner shall be free to make or accept the offer specified in his/her notice, and sell, lease or rent said interest pursuant thereto within ninety (90) days after his/her notice was given.

The Board of Directors, or a committee of the Board, in its sole discretion, may personally interview any intended transferee(s) at a date, time and place agreeable to the Board and the intended transferee(s) or may interview any intended transferee(s) by telephone, videophone, Skype or other real time communication method. The Association also shall conduct a background check and credit check on all intended transferees. Intended transferees who are found to have violated the following may be denied. A low credit score or inability to meet financial obligations in and of themselves may not necessarily lead to disqualification. Notwithstanding the foregoing provisions regarding the Association's exercise of its right of first refusal, the Association may disapprove the proposed transfer without having to designate an alternate transferee if the reason for disapproval is based upon one or more of the following:

- (i) a credit score below seven hundred (700);
- (ii) a guilty plea or conviction of a crime of moral turpitude, such as and by way of example and not limitation, a felony involving violence to person or property or a felony demonstrating dishonesty;
- (iii) a guilty plea or felony conviction involving sale or possession of a controlled substance;

- (iv) a history of being a "bad tenant", including by way of example and not limitation, a prior eviction or ejection or a failure to abide by the governing documents of another community association;
- (v) a history of inability to meet financial obligations, including by way of example and not limitation a current or prior mortgage of assessment lien foreclosure.

In connection with the background check and credit check, all intended purchasers shall submit to the Association together with the Association's completed application form, such other information or documents as the Association may reasonably require, which may include bank statements for the past twelve (12) months or other financial information.

If the Association disapproves the proposed transfer or exercises its right of first refusal, the transfer shall not be made. The Association shall have the right, without limitation of other lawful remedy, to nullify the transaction, evict or eject the unapproved transferee(s) and seek all such other legal remedies as may be available to the Association. All attorney's fees, court costs and other expenses, including appeals, if any, associated with such actions shall be assessable against the Unit. If such assessment is not paid within thirty (30) days after the Association's demand for payment, such amounts shall be collectable by the Association in any lawful manner similar to any other assessment due and unpaid, and to the extent permitted by law, not limited to the filing of an assessment lien and subsequent foreclosure to satisfy such obligation.

**Amendments to Article XIII(I)(2) of the Declaration to modify the same as follows:**

~~Unit Owners who rent their apartments are~~ A renter or lessee of a Unit may be required to give a \$500-dollar security deposit in an amount not to exceed one month's rent to the Association Condominium Board as security for any damage to the common elements or association property caused by the renter. This money shall be placed in a separate escrow interest bearing account maintained by the Association and is refundable to the Unit owner within two (2) weeks after the renter vacates. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in part II of chapter 83, Florida Statutes.