

Las Verdes

CERTIFICATE OF AMENDMENT/ADDITION TO THE DECLARATION OF CONDOMINIUM FOR LAS VERDES CONDOMINIUM ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT is executed this 10 day of June, 2013, by LAS VERDES CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as "Association").

WHEREAS the Association has been established for the operation of Las Verdes, in accordance with the Protective Covenants and related documents which were recorded in Official Records Book 17792, Page 0453 of the Public Records of Broward County, Florida, and

as subsequently amended (the "Declaration"); and

WHEREAS at a duly noticed Special Meeting of the Members and the Board of Directors held on the twenty-ninth day of May, 2013 (the "Special Meeting") at which a quorum of the owners were present and in person and by proxy and a quorum of Directors were present in person, amendments to Article 2.12, Article 13.1, Article 13.3, Article 13.6, Article 18.1.3, and Article 21.1.2.2 of the Declaration were submitted to the owners and Directors for their consideration and vote; and

WHEREAS, in accordance with the Declaration, the proposed amendments to Article 2.12, Article 13.1, Article 13.3, Article 13.6, Article 18.1.3, and Article 21.1.2.2 of the Declaration were approved.

NOW, THEREFORE, the Association does hereby state the following:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Deletions are indicated by ~~strikeout~~, additions by underlining.

3. Article 2.12 of the Declaration is hereby amended as follows:

2.12. CONDOMINIUM ACT means the Florida Condominium Act, ~~as it exists on the date of execution of this DECLARATION as amended or renumbered from time to time,~~ as contained in Chapter 718 of the Florida Statutes.

4. Article 13.1 of the Declaration is hereby amended as follows:

13.1. Liability for ASSESSMENTS and Other Monies. A UNIT OWNER, regardless of how title is acquired, ~~including without limitation a purchaser at a judicial sale, by purchase at a foreclosure sale or by deed in lieu of foreclosure,~~ shall be liable for all ASSESSMENTS coming due and other monies owed to the ASSOCIATION while he is the UNIT OWNER. ~~In a voluntary conveyance, the grantee shall be jointly and severally liable for all unpaid ASSESSMENTS and other monies owed by the prior UNIT OWNER of the grantee's UNIT up to the time of the conveyance, without prejudice to any right the UNIT OWNER may have to recover from the prior UNIT OWNER any amounts paid by the UNIT OWNER. However, no UNIT OWNER shall be liable for any ASSESSMENTS or other monies owned by the DEVELOPER.~~

5. Article 13.3 of the Declaration is hereby amended as follows:

13.3. Lien for ASSESSMENTS and Other Monies Owed to the ASSOCIATION. The Association has a lien on each CONDOMINIUM PARCEL for any unpaid ASSESSMENTS, which lien is provided by Florida Statutes, Section 718.116, and is also hereby established, and the ASSOCIATION has a lien on each CONDOMINIUM PARCE for any other monies owed to the ASSOCIATION, which lien is hereby established, with interest and for costs and attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENTS or other monies, or enforcement of the lien. The lien is effective from ~~and after recording a claim of lien~~ the date the DECLARATION was recorded in the public records in the county in which the CONDOMINIUM PARCEL is located, stating the description of the CONDOMINIUM PARCEL, the name of the record UNIT OWNER, the amount due, and the due dates. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien shall secure all unpaid ASSESSMENTS or other monies owed to the ASSOCIATION, interest, costs and attorneys' fees, which are due upon and which may accrue subsequent to the recording of the claim of lien and prior to the entry of final judgment of foreclosure. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

6. Article 13.6 of the Declaration is hereby amended as follows:

13.6 Liability of Mortgagee, Lien or Judicial Sale Purchaser for ASSESSMENTS or Other Monies Owed to the ASSOCIATION.

When the mortgagee of a first mortgage of record, or other purchaser of a UNIT, obtains title to the CONDOMINIUM PARCEL by a purchase at the public sale resulting from the first mortgage's foreclosure judgment in a foreclosure suit in which the ASSOCIATION has been properly named as a defendant junior lien holder, or as a result of a deed given in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the ASSESSMENTS or for any other monies owed to the ASSOCIATION including, but not limited to, interest, late fees, fines or fees, attributable to the CONDOMINIUM PARCEL ~~which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien that is recorded prior to the recording of the foreclosed or underlying mortgage, to the full extent provided by Florida Statutes, Chapter 718, as amended or renumbered from time to time.~~ The Any remaining unpaid share of ASSESSMENTS or other monies owed to the ASSOCIATION are COMMON EXPENSES collectable from all the UNIT OWNERS, including such acquirer and his successors and assigns. The new owner, from and after the time of acquiring such title, shall be liable for payment for all future ASSESSMENTS against the CONDOMINIUM PARCEL. Any person who acquires an interest in a CONDOMINIUM PARCEL, except through foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER, or deed in lieu thereof, including, without limitation, person acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be held jointly and severally liable with the previous UNIT OWNER, or to the full extent provided by Florida Statutes, Chapter 718, as amended or renumbered from time to time, for all unpaid ASSESSMENTS and other monies owed to the ASSOCIATION by the former UNIT OWNER.

7. Article 18.1.3 of the Declaration is hereby amended as follows:

18.1.3. Leasing. Leasing of units within the Association shall not exceed 30% of the total Units at any given point. Any lease of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES, BYLAWS, and Rules and Regulations of the ASSOCIATION, and a copy delivered to the ASSOCIATION prior to occupancy by the tenant(s). A tenant and/or unit owner may not lease, sublease and or rent his or her unit within the first twelve (12) months of ownership. All leases, addendums, and lease renewals shall be on forms approved by Association and shall provide and/or be deemed to provide that the Association shall have the right to terminate the lease and bring an action for eviction upon default by the tenant or other occupant of the demised Unit in observing any of the provisions of this declaration, the Articles and Bylaws of Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Association or administered by

Association. Leasing of unit shall be subject to the prior written approval of Association, in its sole discretion, and shall be subject to an application and screening process which may include, but is not limited to, credit check, employment, criminal background check and personal reference investigations. The Association, in its sole discretion, may charge a reasonable fee to each applicant screened under this provision not to exceed one hundred dollars (\$100.00). As a condition to the approval by Association of a proposed lease of a Unit, Association has the authority to require a security deposit in an amount of \$1,000.00 to be deposited into an account maintained by Association as permitted by Florida Law. The security deposit shall protect against damages to the Common Elements or Association Property. A security deposit held by Association under this Section 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 effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Without the prior written consent of the BOARD, which may be withheld in the BOARD's sole discretion, no lease or primary occupancy of a UNIT in the absence of the UNIT OWNER shall be for a period of less than six (6) months. Notwithstanding anything contained herein to the contrary, no amendment to this DECLARATION, the ARTICLES, the BYLAWS, or the Rules or Regulations may be made by the UNIT OWNERS which would further prohibit or restrict any UNIT OWNER from renting, leasing, selling or transferring his UNIT, without the consent of 100% of the UNIT OWNERS. Any and all renewals of the lease must be approved in writing by the Association annually at the expense of any Lessee. If the Unit Owner shall lease his Unit, he shall remain liable for the performance of all agreements and covenants in the governing documents, and shall be liable for the violations by his lessee of any and all use restrictions. The owner leasing his Unit, shall have the obligation and responsibility to advise the lessee of his Unit of all the Association's rules and regulations appertaining to the use of the Unit.

ASSIGNMENT OF RENTS BY DELINQUENT UNIT OWNERS. If the Association approves the proposed lease, and during the lease term the Owner becomes delinquent in the payment of an assessment, and/or other charge of any nature kind or description due to the Association, the Association shall have the authority to directly collect the rental payments from the Owner's Tenant. Such rental payments collected from tenant shall be collected and applied in accordance with the procedures established by the Board. Owner and Tenant each agree that Tenant shall pay to the Association, and not to Owner, all recurring installments of Rent owed to the Owner under said lease upon Tenant's receipt of the Association's written demand for payment of Rent based on the delinquency of Owner's obligations to pay assessments to the Association. Owner agrees, for as long as Owner remains delinquent in the payment of an assessment, that Tenant's payment of Rent under the lease to the Association shall not constitute nonpayment of Rent under the lease. The Owner irrevocably appoints the Association, without recourse, as Owner's agent and attorney-in-fact in Owner's place and stead to collect from

tenant each installment of Rent due Owner under said Lease, for as long as Owner remains delinquent in Owner's obligation to pay assessments to the Association. Except for accounting to Owner for each installment of Rent received by the Association from Tenant pursuant to these provisions, Association assumes no responsibility to owner and/or Tenant as "landlord" under said Lease and/or under Part II of Chapter 83, Florida Statutes, Owner and Tenant acknowledge and agree that provision of this paragraph create only a facility of payment of Rent owed under the lease to Owner to be paid directly by Tenant to the Association to be applied toward the Owner's delinquent obligations to the Association to pay assessments to the Association. Owner and Tenant each covenant and agree that they accept the Association's disclaimer of any responsibility as "landlord" to either party under said Lease and/or Part II of Chapter 83, F.S., and each party agrees to and does hereby indemnify and hold harmless the Association, including attorney's fees at all levels, for any claims arising out of said lease.

SUSPENSION OF RIGHTS. In addition to all other remedies, the Association may suspend, for a reasonable period of time, the rights of any or all of an Owner or an Owners tenant, guests or invitees to use Association property and facilities, excluding Association property located on such Owner's lot, and/or may suspend the voting rights of an Owner if such owner is delinquent in payment of assessments for more than (90) days.

8. Article 21.1.2.2 of the Declaration is hereby amended as follows:

21.1.2.2. **Resolution of Adoption.** A resolution adopting a proposed amendment may be proposed by either the BOARD or by not less than 1/3 of the votes of the UNIT OWNERS. Approval of an amendment must be by not less than 2/3 fifty percent (50%) of the votes of all UNIT OWNERS. UNIT OWNERS not present in person or by proxy at a meeting considering an amendment may express their approval in writing, provided such approval is delivered to the Secretary within thirty (30) days after the meeting.

9. All other sections of the Declaration remain unchanged.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 10 day of June, 2013.

Witness

By: Diane Berke
Print: Diane Berke

LAS VERDES CONDOMINIUM ASSOCIATION, INC.

By: Balbara Kuhn
Print: BALBARA KUHN

By: Hugo Klein
Print: HUGO KLEIN
Title: President

By: A. Catroppa
Print: A. CATROPPA

By: Rebecca Finkelstein
Print: REBECCA FINKELSTEIN
Title: Secretary

By: Mackenzie Ammons
Print: Mackenzie Ammons

OFFICIAL COPY

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 10 day of June, 2013 by Hugo Klein as President and by _____ as _____, respectively of LAS VERDES CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me/have produced _____ as identification and did/did not take an oath

Andrea J. Giannetto
Signature of Notary

My Commission Expires:

