

Prepared by:  
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF  
CONDOMINIUM OF ABSOLUT CONDOMINIUM ASSOCIATION, INC.**

ABSOLUT CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, (the "Association") organized for the purpose of managing and operating ABSOLUT CONDOMINIUM ASSOCIATION, INC., according to the Declaration of Condominium for Absolut Condominium, as recorded in Official Records Book 22664, Page 3028 of the Public Records of Miami-Dade County, Florida, as amended, (the "Declaration"), hereby certifies that on the 21st day of March, 2023, at a Special Meeting of the Members of the Association which was duly noticed and convened and at which a quorum of the Membership was present, either in person or by proxy, those certain amendment(s) to the Association's Declaration of Condominium which are set forth on Exhibit A attached hereto and made a part hereof, ("Exhibit A") were approved and adopted by the affirmative vote of at least a majority of the voting interests in the Condominium of the membership, voting either in person or by proxy.

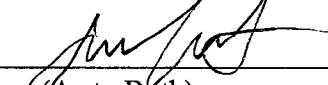
IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature on this 28<sup>th</sup> day of April, 2023.

Signed, sealed and delivered

in the presence of:

  
\_\_\_\_\_

Witness (As to Both)  
Print: GARY FERRER - FELCAY

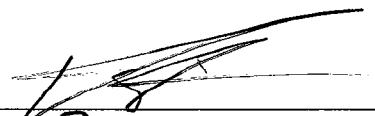
  
\_\_\_\_\_

Witness (As to Both)  
Print: JUAN PABLO

ABSOLUT CONDOMINIUM  
ASSOCIATION, INC..  
Florida not-for-profit Corporation

By:   
\_\_\_\_\_

Print Name: CHRISTOPHER JOYCE  
Title: President

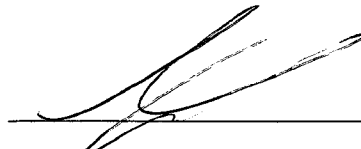
Attest:   
\_\_\_\_\_

Print Name: RICHARD NAZARE JR  
Title: Vice President


STATE OF FLORIDA )  
 :SS  
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared CHRISTOPHER VOICE as President, and RICK NAZAR JR. as Vice President of ABSOLUT CONDOMINIUM ASSOCIATION, INC. , a Florida not-for-profit corporation, by means of  physical presence or  online notarization who are personally known to me or who have produced Driver's License (type of identification), and have acknowledged before me that they executed the foregoing Certificate of Amendment on behalf of the corporation freely and voluntarily for the purpose therein expressed, and were authorized to do so.

WITNESS my hand and official seal at said County and State, this 28<sup>th</sup> day of April, 2023.

  
\_\_\_\_\_  
Notary Public - State of Florida  
GARY ZAPATA-ZELAYA  
Name of Notary (Please Print)

My commission expires:

 NOTARY PUBLIC  
STATE OF FLORIDA  
GARY ZAPATA ZELAYA  
Commission # HH 281811  
Expires June 28, 2026



**Exhibit "A"**

## AMENDMENTS TO DECLARATION OF CONDOMINIUM

1. **Section 17.7 of the Declaration of Condominium for Absolut Condominium, a Condominium, recorded in Official Records Book 22664, at Page 3028, of the Public Records of Miami-Dade County, Florida, as amended, (the "Declaration"), is hereby amended to read as follows:**

17.7 Leases. Leasing of Units or portions thereof shall ~~not~~ be subject to the prior written approval of the Association, ~~except~~ as set forth in Section 17.9 hereof. Each lease shall be for a term of no less than three (3) months or the minimum lease term required by applicable laws and ordinances, whichever is greater. No portion of a Unit (other than an entire Unit) may be leased or rented. No individual rooms may be rented and no transient tenants or occupants may be allowed. Notwithstanding the foregoing, support occupants/aides/caretakers ("Support Occupant") is defined as a person who resides with a person with a disability who is (a) essential to the care and well-being of the person(s); (b) would not be living in the unit except to provide necessary supportive services. Should a request for a reasonable accommodation be made to have a Support Occupant reside in a Unit, such individual will be required to provide all of the same information and complete all forms as may be requested from any potential resident. An individual residing in a Unit as the result of a Reasonable Accommodation Request to aid/provide assistance to a disabled owner or resident shall be considered a "Support Occupant" and will be required to comply with all of the Association's governing documents. "Rent-Sharing" and subleasing is prohibited. Transient occupancy, as defined in Florida Statute 83.43(10) is strictly prohibited. Short term rentals through Airbnb, VRBO and any other short term booking platforms are strictly prohibited (including the advertisement thereof in any of said platforms). Each lease shall be in writing and shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the Lease). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required 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) and to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. The Association may require as a condition for approving a lease, prospective lessees place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts of omissions of tenants (as determined in the sole

discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes. Any lease shall be for a period of time no less than required by local governmental regulation.

**2. Section 17.9 of the Declaration is hereby amended to read as follows:**

17.9 ~~Conveyance, Disposition; Leases for a Six (6) Month or Greater Term.~~ The purpose and object of this Section is to maintain a quiet, tranquil, non-transient and single-family oriented atmosphere with the residents living in compatible coexistence with other financial responsible persons who are of like-mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each Unit owner. Therefore, conveyance, disposal and leases ~~for a term of six (6) months or more, and financing of the Units by Unit Owners (subject to the exceptions provided in Section 17.9 (a))~~, shall be subject to the following provisions:

- (a) Association Approval Required. ~~Except for sales by or to the Developer, n~~No Unit Owner may sell, lease, ~~for a term of six (6) months or more~~, give or otherwise transfer Unit Ownership of a Unit or any interest therein in any manner without the prior written approval of the Association. Such approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transaction (sale, lease, etc.) the parties to the transaction (sellers, purchasers, etc.), the Unit number, the name of the Condominium and the Official Records Book and Page numbers in which this Declaration was originally recorded. For all Unit transfers of title ~~other than from the Developer~~, the approval shall be recorded in the Miami-Dade County, Florida Public Records with the Deed or other instrument transferring title to the Unit.
- (b) Devise or Inheritance. If any Unit Owner shall acquire title by devise or inheritance or in any other manner not heretofore considered, the continuance of his ownership shall be subject to the approval of the Association. Such Unit Owner shall give the Association notice of the acquisition of his title together with such additional information concerning the Unit owner as the Association may reasonably require together with a copy of the instrument evidencing the Unit Owner's title. If such notice is not given, the Association at any time after receiving knowledge of such transfer, may approve or disapprove the transfer of ownership.

- (c) Multiple Owners. Consistent with this Section, de facto time sharing of Units shall not be permitted and approval will not be given for the same of a Unit or an interest in a Unit to multiple persons such as (e.g. siblings or business associates) who may intend that they and their families would split occupancy of the Unit into different time periods during the year.
- (d) Approval Procedure. The approval of the Association shall be obtained as follows:
- i. Written Notice. Not later than thirty (30) days before the proposed transfer of ownership occurs, or fifteen (15) days before the first day of occupancy under a proposed Lease ~~of six (6) month or more~~, written notice shall be given the Association by the Unit Owner of his intention to sell, transfer or lease his interest in any fashion. The notice shall include the name and address of the proposed acquirer or lessee and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed ~~\$100.00~~ \$150.00 or as permitted by law from time to time.
  - ii. Association's Options. The Association must, within 15 days after receipt of all the information required by it, either approve, disapprove for cause, or, except in the case of disapproval for cause, upon the written demand of the Unit Owner, furnish an alternate purchaser or lessor (as the case may be), it approves, or the Association may itself elect to purchase or lease the Unit, the Unit Owner shall be compelled to sell or lease to such alternate purchaser, or to the Association upon the same terms set forth in the proposal given the Association. Alternatively, the Unit Owner may withdraw his proposed sale or lease. In exercising its power of disapproval the Association shall act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation use and enjoyment of other Unit Owners and proper operation of the Condominium and the purposes as set forth in this Section. If the Association fails or refuses within the allotted time to notify the Unit Owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or lessee make an election to purchase the

Unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand, provide a recordable certificate or approval. In any such case, the Association shall have no responsibility for the Unit Owner's costs, brokerage fees, attorneys' fees and costs or any other claims related to a delay or failure in closing of the sale or lease of the respective Unit.

- iii. Closing Date. If the Association provides an alternative, the sale or lease shall be closed within sixty (60) days after an alternate purchaser has been furnished or the Association has elected to purchase.
- iv. Notice of Disapproval. If the Association disapproves the proposed transaction (subject to the qualifications contained in Section ii) notice of disapproval shall be promptly sent in writing to the Unit Owner or interest holder, and the transaction shall not be completed. The Board of Directors of the Association may, in addition to the following items, set forth additional screening criteria in the Rules and Regulations, all to be used to evaluate an application and which may be used to constitute "good cause" for denial of an application or applicant:

(i) Prospective party has a felony conviction that indicates a demonstrable risk to resident safety or property;

(ii) Prospective party seeking approval (which shall hereinafter include all proposed occupants) has been designated as a "sexual predator" pursuant to Florida Statute §775.21 or has been designated as a "sexual offender" pursuant to the criteria in Florida Statutes §943.0435, §944.606, §944.607, or any other law for classification of a sexual offender.

(iii) Prospective party has a history of non-compliance with the governing documents of the Association;

(iv) Prospective party was dishonest on any written application or communication with the Association;

(v) Prospective party prematurely took up residency of a Unit prior to a determination of approval or disapproval being reached by the Board of Directors;

(vi) Owner is delinquent on a monetary obligation owed to the Association;

(vii) Owner has an existing and uncured violation of the Association's governing documents;

(viii) Any other item the Association's Board of Directors may add to this list from time to time at their discretion by way of passage of a Rule and Regulation regarding same.

- (e) Judicial Sales. Judicial sales are exempt from this Section. A transfer to or a transfer by an Institutional First Mortgage that acquires its title as the result of a deed from its mortgagor in lieu of foreclosure or through foreclosure proceedings shall be exempt from the provisions of this Section and such transaction shall not require approval of the Association. The purchase from an Institutional First Mortgagee shall not be subject to approval by the Association.
- (f) Unapproved Transaction. Any transaction which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

NOTE: NEW WORDS INSERTED IN THE TEST ARE UNDERLINED AND WORDS DELETED ARE ~~LINED THROUGH~~.