

CERTIFICATE OF AMENDMENT  
TO  
THE DECLARATION OF CONDOMINIUM  
OF  
MOORS POINTE CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium of MOORS POINTE CONDOMINIUM, a Condominium, was duly recorded in Official Records Book 12866 at Page 969 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, MOORS POINTE CONDOMINIUM ASSOCIATION, INC. (hereinafter the "Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, at a duly called and convened meeting of the Board of Directors of the Association held on July 16, 2024, the amendments to the Declaration of Condominium as set out in Exhibit "A" attached hereto and incorporated herein were duly approved by a unanimous vote of the Board of Directors as is required by the pertinent provisions of said Declaration of Condominium.

NOW, 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 Board of Directors of the Association.

WITNESS my signature hereto this 16<sup>th</sup> day of July, 2024 at Miami-Dade County, Florida.

Witness: Evelyn Stultz  
Signature

Print Name: Evelyn Stultz

Address: 17321 NW 66 St. Hialeah  
33015

Witness: [Signature]  
Signature

Print Name: Ecida Falcon

Address: 17321 NW 66 St. Hialeah  
33015

MOORS POINTE CONDOMINIUM  
ASSOCIATION, INC.

BY: [Signature]  
President

PRINT: Alberte Bazile

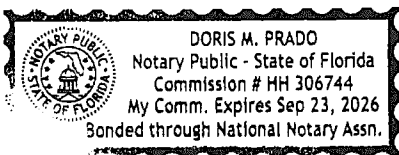
ATTEST: [Signature]  
Secretary

PRINT: Laura Ruiz

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 2024 by Alberte Bazile, the President and Laura Ruiz, the Secretary of MOORS POINTE CONDOMINIUM ASSOCIATION, 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.  
My commission expires:

[Signature]  
PLEASE PRINT OR TYPE NOTARY SIGNATURE



**EXHIBIT "A"**

**AMENDMENTS  
TO THE  
DECLARATION OF CONDOMINIUM  
OF  
MOORS POINTE CONDOMINIUM**

(Additions indicated by underlining "\_\_\_\_\_"; Deletions by strikethrough "----"; plain text indicates unchanged from previous version)

***I. Amendment to Article 17.7 of the Declaration of Condominium follows:***

17.7 Leases: In order to maintain community of congenial, financially responsible residents with the objective of protecting the value of the units, inhibiting transience, and facilitating the development of a stable, quiet community and peace of mind for all residents, the leasing of a unit by an owner shall be subject to the following provisions so long as the condominium exists, which provisions each owner of a unit covenants to observe:

A. Only entire units may be rented. There shall be no subdivision or subletting of units. Units shall not be leased anytime within the first twelve (12) months from acquisition of title to a unit. Owners who acquire title to a unit as a result of inheritance may lease the unit within the first twelve (12) months of acquisition of title, so long as the lease and the occupancy contemplated by the lease, has been approved in advance in writing by the Board of Directors. This twelve (12) month holding period prior to leasing shall not apply to the Association when the Association acquires title to a unit. No unit may be leased for a term of less than twelve (12) consecutive months and if a lease is terminated or a lessee vacates a unit prior to the expiration of the twelve (12) month lease term, the unit may not be re-leased until the one (1) year anniversary of the commencement of the prior lease, except in hardship circumstances as determined by the Board of Directors in the exercise of its sole discretion. Units may only be occupied by tenants as a single family residence. The Board of Directors shall have the authority to approve all leases and renewals thereof, which authority may be delegated to a committee or managing agent. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant as it may deem appropriate under the circumstance. The Board shall have the right to delegate the screening of proposed tenants to a committee, a managing agent, or a commercial tenant screening company. Leases may be required to include an addendum promulgated by the Association. All leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the various restrictions contained in the Declaration of Condominium, Articles of, Incorporation, By-Laws of the Association, and Rules and Regulations (hereinafter "documentary regulations"). All leases shall further provide or be deemed to provide that any violation of the applicable documentary regulations shall constitute a material breach of the lease and subject the tenant to eviction. If a tenant fails to abide by the applicable documentary regulations, the unit owners shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the condominium documents, without

waiver of any remedy available as to the tenant. The unit owner shall have the duty to bring his tenants' conduct into compliance with the documentary regulations by whatever action is necessary, including without limitation the institution of eviction proceedings. If the unit owner fails to bring the conduct of the tenant into compliance with the documentary regulations, the Association shall have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenants' noncompliance with the documentary regulations, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney's fees, whether or not litigation is required, incurred in connection with such actions from the unit owner in the same manner as common expenses charges. Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal, the unit owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made or renewed. The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a lease application if the denial is based for good cause. Good cause shall include, but not be limited to the following:

- (1) The person seeking approval has been convicted of a felony involving violence to persons or property, the sale; or distribution; of controlled substances or use (unless the applicant can show documentation evidencing the successful completion of a drug rehabilitation program) of controlled substances, or a felony demonstrating dishonesty or moral turpitude; ~~or has been charged with any such felonies and the person was not acquitted or the charges were not dropped;~~ In no event shall a felony conviction older than seven (7) years from the date of application be considered by the Association in evaluating an application.
- (2) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts within the past seven (7) years;
- (3) 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;
- (4) 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 social organizations

or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit, or in other situations;

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

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

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

(8) Any other non-discriminatory ground determined to be appropriate by the Association.

(B) If a unit owner has leased his unit to a tenant and the owner fails to make timely payments for common expenses, the Association shall have the right to collect all assessments due and owing together with accrued interest, costs, other related charges and attorneys fees directly from the owner's tenant up to the amount of any rent due from time to time. This provision is enforceable against either the tenant or the owner, and the Association's demand for payment upon a tenant shall remain in force until revoked in writing.

#### C. Screening Fee:

All applicants for purchase, or other transfer, or lease shall submit an application for approval to the Board of Directors. Together with the presentation of the fully completed application package, and any other documentation which may be required by the Board of Directors, the applicant shall pay to the Association a transfer fee to be determined by the Board of Directors from time to time and permitted by law. Approval shall not be given unless the transfer fee has been paid. No fee shall be due if the application for lease is a renewal or new lease with the same lessee.

#### D. Unapproved Occupancy

No one except a previously approved tenant shall be allowed to occupy a unit, either as a guest or otherwise, while any application for transfer of ownership or lease is pending before the Board of Directors. Anyone so occupying a unit contrary to this provision shall be deemed to have withdrawn their application for either sale, transfer or lease.

#### E. Security Deposit

The Board of Directors, in its discretion, may require that a tenant place a security deposit, in the maximum amount allowable by Florida Statute as they may be amended from time to time, with the Association to protect against damages to the common elements or association property related to the tenant or his/her tenancy.

#### F. Joint Liability

A unit owner shall be jointly liable with his/her tenant(s) for any amount which is required by the Association to effect any repairs or to pay any claim for injury or damage to property caused by the negligence or action of the tenant.

#### G. Exceptions

The provisions of this Article shall not apply to institutional Mortgagees and in connection with their lease or other transfer to units which they have acquired as a result of foreclosure or deed in lieu thereof.

### ***II. Amendment to Article 18 as follows:***

18. Sale, Lease or Transfer of Unit: In order to maintain community of congenial, financially responsible residents with the objective of protecting the value of the units, inhibiting transience, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a unit by an owner shall be subject to the following provisions so long as the condominium exists, which provisions each owner of a unit covenants to observe:

#### 18.1. Transfers:

A. Sale or Gift. No unit owner may dispose of a unit or any interest therein by sale or gift (including agreement for deed) without prior written approval by the Board of Directors.

B. Devise or Inheritance. If any unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors. The Association's approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death. Further, the Association's approval shall not be denied to any devisee or heir who is related to the owner by blood or adoption within the first degree, provided that there is not good cause for disapproval as defined below.

C. Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the unit before being approved by the Board of Directors under the procedures outlined below.

D. Procedures.

(1) Notice to Association.

(a) Sale or Gift. An owner intending to make a sale or gift of his unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention along with the required transfer fee, at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract if any, and such other information as the Board may reasonably require. The notice will be in the form as may be adopted by the Board from time to time, and the Board may request additional information as may be appropriate under the circumstances and the sale shall not be closed until such information has been provided to the Board and it has reviewed the information, which it must do within thirty (30) days, as specified below. The Board shall require the personal appearance of any purchaser or donee and his spouse, if any, and all proposed occupants of a unit as a condition for approval.

(b) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board, but may sell or lease the unit following the procedures in this Declaration.

(c) Failure to Give Notice. If no notice is given, the Board at its election may approve or disapprove the transfer without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval, however, the proposed transferee may provide the Board with the required notice and request reconsideration.

(2) Within thirty (30) days of receipt of the required notice and all information or appearances requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval, in the form adopted by the Board. If the Board neither approves nor disapproves within the thirty (30) days of receipt of all information which the Board has requested, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval or Consent of Transfer form to the transferee.

### (3) Disapproval

(a) Approval of the Association shall be withheld only if a majority of the whole Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

(1) The person seeking approval has been convicted of a felony involving violence to persons or property, the sale, or distribution, of controlled substances or use (unless the applicant can show documentation evidencing the successful completion of a drug rehabilitation program) of controlled substances, or a felony demonstrating dishonesty or moral turpitude, or has been charged with any such felonies and the person was not acquitted or the charges were not dropped; In no event shall a felony conviction older than seven (7) years from the date of application be considered by the Association in evaluating an application.

(2) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts within the past seven (7) years;

(3) 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;

(4) 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 social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit, or in other situations;

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

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

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

(b) If the Board disapproves a prospective purchaser, the Association shall have an optional right of first refusal to purchase the unit on the same terms and conditions as the offer of the disapproved purchaser or to provide an alternate purchaser. This right shall expire sixty (60) days after notice of disapproval is given. The closing shall take place within sixty (60) days of the Board's written notice to the owner of its intent to exercise the right to purchase or at such later date as the parties may agree. Should a transfer be rejected for good cause as discussed above, the Association's right of first refusal or to provide an alternate purchaser shall be optional. If good cause is not shown the

Association shall have a duty to exercise its right of first refusal or provide an alternate purchaser.

(c) If an application for transfer raises a question, in the Board's judgment, as to whether the stated transfer price is bona fide, the price to be offered shall be determined by taking the average fair market value established by two qualified real estate appraisers familiar with current condominium prices in Dade County, one appraiser to be selected by the selling owner and the other selected by the Board. The cost of the appraisals shall be shared equally by the owner and the Association. Closing and transfer of the unit shall be within thirty (30) days from submission of the agreement to purchase by the Association or ten (10) days after the price is determined as provided above, whichever occurs later.

(4.) Exceptions

The provisions of this Article shall not apply to institutional Mortgagees and in connection with their transfer to units which they have acquired as a result of foreclosure or deed in lieu thereof.

***III. Except as amended and modified herein, all other sections of the Declaration of Condominium for Moors Pointe Condominium shall remain unchanged and in full force and effect according to their terms.***