

Amendment to Parking Policies and Regulations

The following document is an update to the existing parking policies of the Lincoln Plaza Condominium Association.

The original condominium documents drafted by the developer in 1965 contain a significant defect in the assignment of parking spaces to unit owners. The condo documents indicate each owner has the right to an assigned parking space. Unfortunately, there are a total of 30 units in the building and only 28 assignable parking spaces. Of those 28 assignable spaces, 4 spaces have been identified as substandard and should not be considered an ideal or permanent parking assignment.

The following is an excerpt from the existing Declaration of Condominium of Lincoln Plaza Condominium, Inc.

II. H. Limited Common Facilities- Mean and include those common areas which are reserved for use of a certain apartment or apartments to the exclusion of the other apartments. Limited common areas include but are not limited to, storage closets and automobile parking spaces.

V. B. Limited Common Facilities- Each apartment owner shall have the exclusive right to use one parking space having the same number as the apartment they own; and together with other apartment owners, shall have the right to use the unassigned parking spaces. (Unassigned parking spaces means those spaces reserved for guests, invitees, etc. of apartment owners)

As the demand and value for parking in Miami Beach continues to increase it has become necessary for the association to adopt the policies and regulations that will provide owners with a clear understanding on the process for the assignment of parking spaces and how they are regulated.

At the earliest convenience, the association should formally amend the existing condo documents to correct the described defect. In the interim, the following policies have been approved and adopted by the membership of the association.



1. Definitions

a. Parking Map

The enclosed map has been formally adopted by the association and clearly identifies each assignable parking space and its related tier.

b. Parking Spaces

There is a total of 28 assignable parking spaces

c. Tiers

There are 5 tiers of parking spaces. Tier 1 being the most desirable and Tier 5 being the least desirable.

i. Tier I - 11 spaces (13 - 23)

Vehicle cannot exceed height of 6 Ft

ii. Tier II - 3 spaces (10 - 12)

iii. Tier III - 7 spaces (03 - 09)

iv. Tier IV - 3 spaces (C24 - C26) - Compact Vehicles Only

Vehicle cannot exceed height of 6 Ft

Vehicle cannot exceed length of 13.5 Ft

v. Tier V - 4 spaces (R01, R02, R27, R28) - Substandard Spaces

These spaces are substandard and do not meet current code requirements for a parking space

2. Policies and Regulations

a. Assignment of Parking Space

Parking spaces are assigned by the Board of Directors for the Association and assigned on seniority basis. Seniority is defined by the original closing date when the owner purchased the unit. Only one parking space may be assigned to each individual unit.

i. Units that undergo a transfer in ownership between immediate families do not lose their seniority. All other transfers of ownership will result in loss of seniority and assignment of the parking space. Domestic Partners will be considered family.

ii. Unit owners that do not have a vehicle registered in their name at the time of closing retain their seniority but are not assigned a space. Upon obtaining a vehicle a space will be assigned, provided one is available.

iii. A waiting list will be maintained by the association for those units that have a vehicle and do not have an assigned space.

b. Availability of Parking Space

~~Upon the availability of a parking space, the association will advise~~
residents by posting a notice in the lobby. Owners will have 5 business days to send formal notification to the association advising of their interest in having the available space assigned to their unit. This will provide owners the ability to rotate up through the Tiers. As individual owners with seniority transfer to a higher tier and their space becomes available, this notification and assignment process will continue until all vacant spaces are assigned.

c. Delinquent Maintenance Fees

Units owners that are more than 2 months delinquent on their maintenance fees may have their parking assignment revoked by the association. Once their account is brought current, they will retain their seniority and will be placed on the waiting list for the next available parking space.

d. Owners with Special Medical Needs

Owners with special medical needs (i.e. Handicap) will be given special consideration by the board when determining the location of the specific space being assigned. The availability of a parking space for an owner with special needs will still be based on seniority.

e. Internal Agreements Between Owners

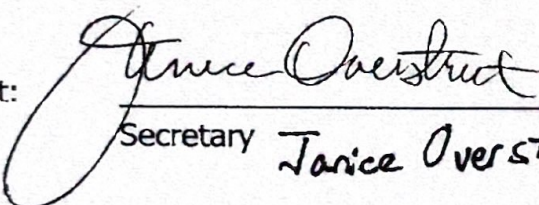
Owners are allowed to reach agreements amongst themselves to formally trade parking spaces. This must be done in writing and must be formally approved by the board. The board will have final approval on the transfer of parking spaces to insure the policies are not being circumvented by two owners agreeing to a trade. The board will consider the following when determining their approval: seniority of members, parking tier being traded, monetary consideration (if any). Any transfer of parking space will be voided if followed by the sale of either unit within 6 months after transfer.

f. Parking Spaces may not be rented or used by individuals that do not live in the building.

g. Any vehicle parked in an assigned parking space must be fully operational and well maintained. All vehicles must be registered and owners must provide proof of insurance if requested by the association.

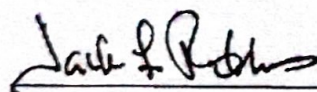
The President and Secretary of Lincoln Plaza Condominium, Inc. a condominium located in Dade County, Florida created pursuant to its Declaration and recorded in the Official Records Book 4566 Page 466 of the Public Records of Dade County, Florida do hereby certify that on December 13th, 2011 the following amendments to the Declaration and Bylaws were approved in accordance with the requirements of Section XII of the Declaration of the Condominium and Section VIII of the By-Laws.

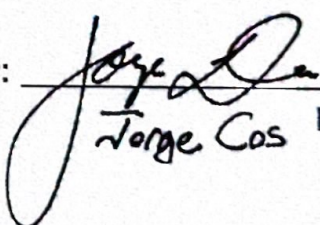
IN WITNESS WHEREOF, Lincoln Plaza Condominium Inc. (the "Association") has duly approved and executed the foregoing Amendments to its Declaration and By Laws this 13th day of December, 2011.

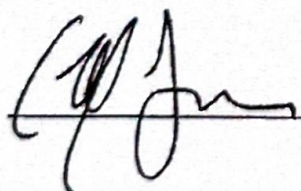
Attest: 
Secretary Janice Overstreet

Witnesses:

Lincoln Plaza Condominium, Inc.



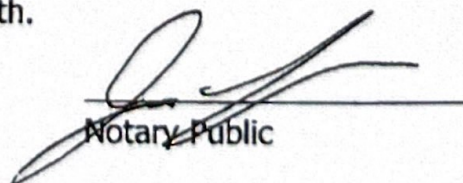
By: 
Jorge Cos President



State of Florida
County of Dade

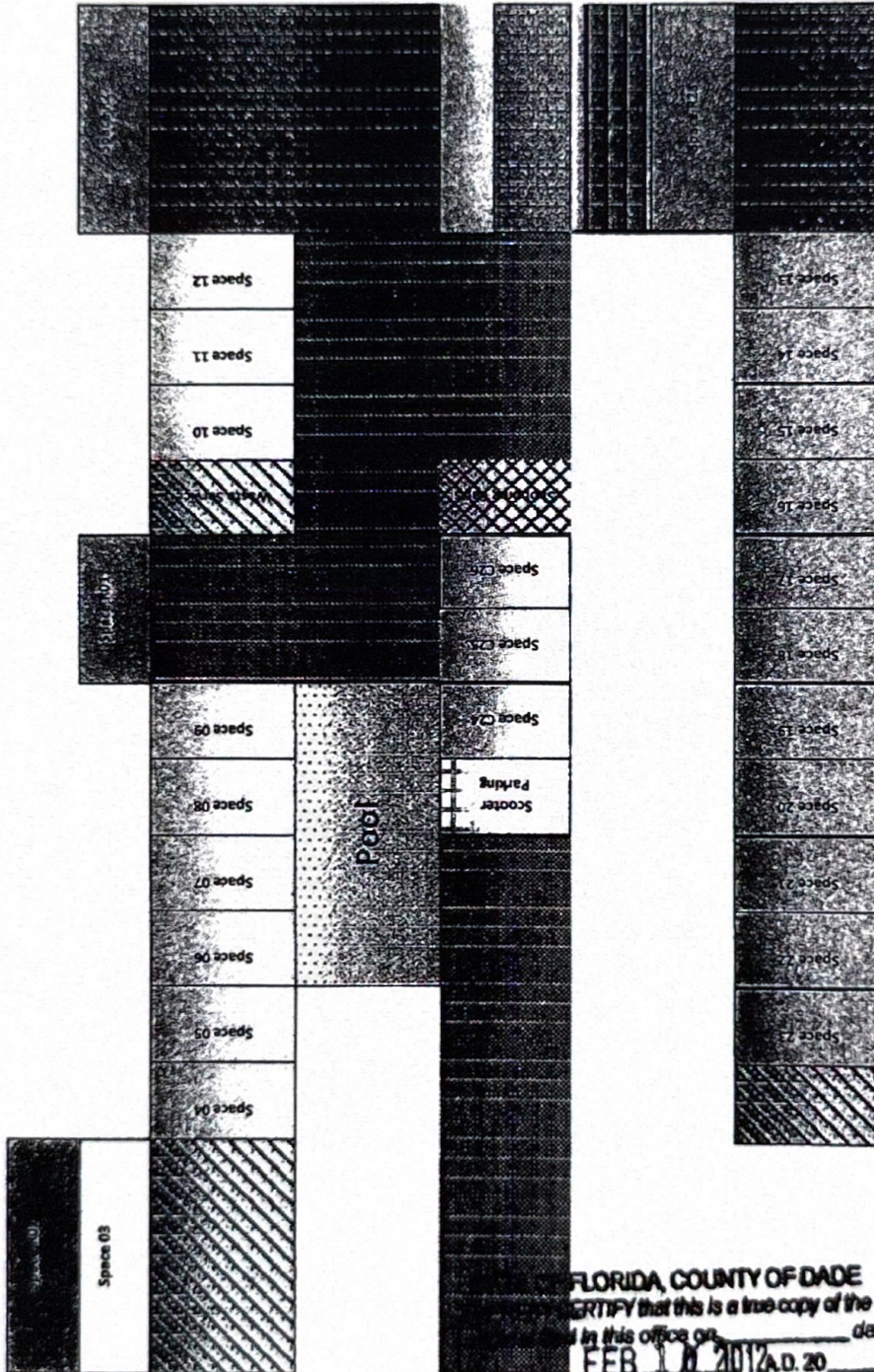
Before me the undersigned authority appeared Jorge Cos and Janice Overstreet President and Secretary, respectively, of Lincoln Plaza Condominium, Inc. who are personally known to me and who did take an oath.

Javier Zuniga
Notary Public - State of Florida
My Commission Expires May 17, 2013
Commission # DD890412
Bonded By CNA Surety


Notary Public

Rev. 20111213

Lincoln Plaza Condo - Parking Map



- Tier One Parking Spaces
- Tier Two Parking Spaces
- Tier Three Parking Spaces
- Tier Four Parking Spaces
- Tier Five Parking Spaces

FLORIDA, COUNTY OF DADE
 I CERTIFY that this is a true copy of the
 as filed in this office on FEB 14 2012 day of 20
 WITNESS my hand and Official Seal
 HARVEY RUMIN, CLERK, of Circuit and County Courts
 By TANASHIA ARNOLD D.C.



TANASHIA ARNOLD 1144