



CFN 2024R0716613
OR BK 34415 Pgs 1897-1904 (8Pgs)
RECORDED 09/19/2024 11:37:51
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Prepared by
Bruce Hornstein, Esq.
Bruce Hornstein, P.A.
6961 Indian Creek
Miami Beach, FL 33141

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
OCEANUS CONDOMINIUM INC., A CONDOMINIUM**

WHEREAS, the Declaration of Condominium of Oceanus Condominium, was duly recorded in Official Records Book 5754, Page 257, of the Public Records of Miami-Dade County, Florida; and

WHEREAS, The Oceanus Condominium, Inc., a Florida Not for Profit Corporation (hereinafter the "Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, Article VII (Amendments of Declaration) provides that the Declaration may be amended by the vote of the Voting Members casting not less than seventy-five percent (75%) of the total votes of the members of the Association; and

WHEREAS, amendment(s) to the Declaration are to be certified of record as notice to the current and future owners of the property subject to the Declaration of the contents of said amendment(s).

NOW THEREFORE, the President and Secretary of the Association hereby certify the following:

- 1.) That a Special Meeting of the members of the Association was properly convened and conducted on June 26, 2024, for the purpose of adopting an amendment to the Declaration attached here to and marked as Exhibit "A". At the Special Meeting of the members of the Association, Voting Members casting not less than seventy-five percent (75%) of the total votes of the members of the Association and all Board Members approved and adopted the amendment(s) to the Declaration set forth in the attached Exhibit "A".
- 2.) That the adoption of the amendment appears in the minutes of the Association and is unrevoked.
- 3.) That the amendment to the Declaration binds the land subject to the Declaration of Condominium and operate as covenants running with the land.

[Signature Page to Follow]



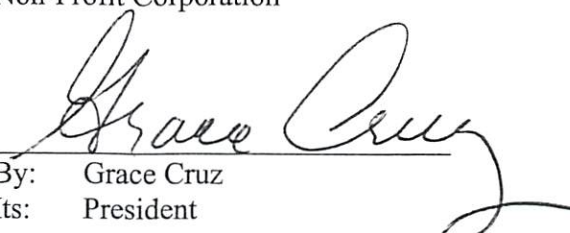
In Witness Whereof, the undersigned have set their hands and seal this 14th day of August, 2024.

Signed, Sealed and Delivered in the presence of:
(witness as to both)

Oceanus Condominium Inc., a Florida
Non-Profit Corporation



Witness 1/print name: ROBERT SOB



By: Grace Cruz
Its: President

Paolo Gonzalez

Witness 2/print name: Paolo Gonzalez



By: Daniel Steane
Its: Secretary

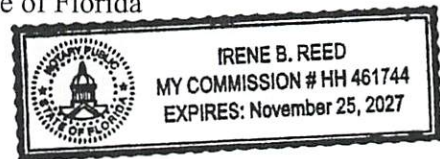
State of Florida }
 } ss
County of Miami-Dade }

The foregoing instrument is sworn to and subscribed before me by means of (x) physical presence or () online notarization, this 19 day of August, 2024 by Grace Cruz, as President of Oceanus Condominium, Inc., a Florida Non-Profit Corporation, who is personally known to me or who has produced Driver's Lic as identification.

My Commission Expires: NOV 25, 2027

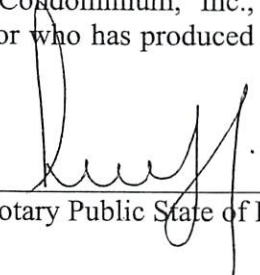
Notary Public State of Florida

State of Florida }
 } ss
County of Miami-Dade }



The foregoing instrument is sworn to and subscribed before me by means of (x) physical presence or () online notarization, this 14th day of AUGUST, 2024 by Daniel Steane, as Secretary of Oceanus Condominium, Inc., a Florida Non-Profit Corporation, who is personally known to me or who has produced FL DL as identification.

My Commission Expires: 9/23/2026



Notary Public State of Florida

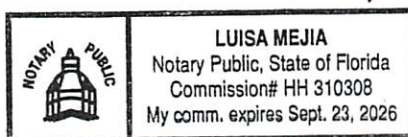


EXHIBIT "A"

PROPOSED AMENDMENTS

TO THE DECLARATION OF CONDOMINIUM

OF OCEANUS CONDOMINIUM, A CONDOMINIUM

(ADDITIONS INDICATED BY UNDERLINING; DELETIONS INDICATED BY ~~STRIKING THROUGH~~.)

- 1.) Amendment to Article XII. Section (3) pertaining to default interest shall now read as follows:

~~Assessments and installments thereon not paid when due shall bear interest from the date when due until paid, at the rate of six per cent (6%) per annum until paid~~

Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest rate allowable by law. In addition, each delinquent installment shall be increased by an administration late fee of in the highest amount allowable by law per month from the date due until paid. In addition to the late charges and interest that will accrue for late payment of maintenance fees, additional late charges and interest will accrue for late payment of any special assessments or other charges due from an owner to the Association. All payments on account shall be applied first to any interest accrued by Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment payable first due.

- 2.) Amendment to Article XII. Section (6). Regarding rights upon obtaining title by mortgagee or other third party purchaser in a foreclosure action shall now read as follows:

~~(6). Where the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or where an institutional first mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessment by the association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, his successors and assigns.~~



Except as otherwise amended by Florida Statute §718.116 or other applicable section, which may increase the amount payable to the Association by first mortgagee, the liability of a first mortgagee or its successor 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 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. The provisions of this paragraph apply only if the first mortgagee joined the association as a defendant in the 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 agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

All other acquiror's of title, including their successors and/or assigns, who acquire title by foreclosure or deed in lieu of foreclosure, shall be liable to the Association for the full amount due the Association, including, but not limited to, maintenance charges, assessments, special assessments, interest, late charges, attorney's fees and costs.

It is further understood that all such acquiror's of title shall be liable for acquiror's share of Common Expenses or Assessments attributable to acquiror's Condominium Unit from the date of acquiring said Condominium Unit. No Unit Owner may be excused from the payment of Unit Owner's proportionate share of the Common Expenses of the Condominium unless all Unit Owners are likewise proportionately excused from such payment.

In the event that Association gains greater rights as Statute §718.116 is amended hereinafter, including the amount of past assessments that are due by a mortgagee or other third party purchaser then the above sections should be automatically updated to mirror the language of the amended version of §718.116.

3.) **Amendment to Article XVII to add a Section (2) to read as follows:**

XVII. Remedies for Violation.

(2) Costs and Attorney's Fees. In any proceeding arising because of an alleged default by Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be awarded by the Court. Notwithstanding, in addition to the foregoing, if a unit owner, his or her guest or tenant fails to comply with the terms of this Declaration, the By-Laws, the Articles of Incorporation, the Condominium Act and/or the Rules and Regulations adopted pursuant



thereto, as they may be amended from time to time and as a result of such failure it becomes necessary for either the Association or its agent to employ an attorney in order to ensure that the unit owner, his or her guest or tenant complies with his or her said obligations, then and in such event the unit owner will be obligated to reimburse the Association for the reasonable fees and costs of such attorney's fees, regardless of whether or not a lawsuit or other legal action was ever instituted.

- 4.) **Amendment to Article XXI, Sale, Rental, Lease or Transfer, Section (3) pertaining to leasing and subleasing shall now read as follows:**

XXI. Sale, Rental, Lease or Transfer.

- (3) ~~Units shall not be leased or subleased without the prior written approval of the Board of Directors. The Board shall have the right to require that a substantially uniform form of lease or sublease be used. Notwithstanding the lease or sublease of his unit, the liability of the unit owner shall continue.~~

Additionally, the following items shall be stricken in Amendment to the By-Laws of the Oceanus Condominium Association recorded in O.R. Book 4377, Page 8055 of the Public records of Miami-Dade County, Florida which affect the right to sell, rent or Lease as set forth in Article XXI of the original Declaration of Condominium recorded in O.R. Book 5754, Page 257 of the Public Records of Miami-Dade County, Florida [Note: Although the Amendment references the By-Laws, it nonetheless meant to amend the Declaration of Condominium but due to a scrivener's error only referenced in the title contained in the Amendment the Condominium By-Laws.

~~1. The Owner of an Apartment Must Occupy same.~~

~~7. No Leasing or Renting of an apartment is permissible for any period of time.~~

Furthermore, Amendment to the Declaration of Condominium recorded in OR Book 9527, Page 1048 recorded in Public Records of Miami-Dade County shall have the following part as it pertains to Article XXI (3) of the Declaration amended as follows:

~~Units shall not be leased or subleased, nor sold to a corporation~~

Accordingly, Article XXI (3) shall now read as follows:

XXI. Sale, Rental, Lease or Transfer.



(3)

(a). Notwithstanding anything else contained herein to the contrary, all units may not be leased during the first six (6) months after the date that title transfer instrument is recorded reflecting the name of the owner of record in the public records of Miami-Dade County, Florida.

(b). No unit owner may own more than two (2) units in the Condominium Association.

(c). Rental or Lease. No condominium Unit shall be leased or rented without the prior written approval of the Board of Administration. Units may only be leased for minimum periods of one year term and each and every subsequent renewal shall require subsequent Board approval.

(d). Subleasing. The subleasing of any unit and/or any portion thereof is prohibited.

(e). No portion of a Unit (other than an entire Unit) may be leased.

(f). Application and Screening. Each prospective Tenant must complete an application provided by the Association prior to any issuance of an approval and required screening of such prospective Tenant.

(g). Lease form. The Board of Directors shall have the right to require that a substantially uniform form of Lease be utilized. Notwithstanding, any Lease form utilized shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, By-Laws of this Association, applicable Rules and Regulations or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association (the "Condominium Documents"). The Tenant prior to any approval must execute an acknowledgement that such Tenant has received, acknowledges and agrees to comply and adhere to the Condominium Documents.

(h). Guest. Subject to any other provision in Condominium Documents concerning "Guests", of either an Owner or Tenant, where applicable, is not permitted to have Guest(s) without the Owner and/or Tenant being physically present. Moreover, no Guest of a Unit shall be permitted to stay overnight on the premises for a period of time exceeding fourteen (14) days during any six month time period.

(i). Residential Purposes. Unless a smaller number is set forth by Town of Bay Harbor Islands, all Units shall be used for single-family residential purposes only. Occupancy for 1-bedroom Units shall be limited to no more than two (2) persons and occupancy for 2-bedrooms Units shall be limited



to no more than four (4) persons. Children shall be allowed to occupy a Unit and they are considered as a person for computation as to numbers of occupants.

(j). Entity or Trust ownership. A Unit may be owned by a Corporation, Trust or other entity. However, the Association shall be disclosed the names of the individuals associated with the corporation, trust and/or other entity who must be screened, and the use of the Unit shall be restricted to no more than two (2) individuals that are one of the following: owners, officers, trustees, directors or any other affiliation of such entity.

(k). Lease Term. No vacation rental, short-term rental shall be permitted and/or any other rental be permitted for a term less than twelve (12) consecutive months.

(l). Tenant Credit Requirements. Any prospective Tenant shall present a credit score of at least 620 with one of the three (3) major credit bureaus (Equifax, Experian or Trans Union), and also provide written proof of sufficient monthly income of at least two (2) times the monthly rent reflected in the presented lease.

- 5.) Amendment to Article XXII Obligations of Members. Section (k) restriction on age of individual to reside at premises shall be deleted in its entirety and there shall be no restriction upon age of person to reside on premises.

~~Not allow any children under twelve (12) years of age to reside on the premises except as permitted by the uniform regulations established from time to time by the association.~~

Moreover, the following items shall be stricken in Amendment to the By-Laws of the Oceanus Condominium Association recorded in O.R. Book 4377, Page 8055 of the Public records of Miami-Dade County, Florida which affect age to reside at the premises.

~~4. No Children under the age of 18 years of age are permitted to permanently reside in these premises.~~

Article XXII Obligations of Members section (k) shall now read as follows:

There shall be no age restriction of any individual to reside on the premises.

- 6.) Article XXVII. Miscellaneous is being amended to add subsection (6) which will concern parking spaces, and shall read as follows:



(6.) The parking spaces assigned to unit owners shall be memorialized in Rules and Regulations, and the Association shall maintain a list of each corresponding parking space and the corresponding unit. The Board of Directors shall have the power to amend the Rules and Regulations as it pertains to the parking spaces, except that the seven (7) spaces that have been already assigned to specific units at the time of this Declaration shall not be switched by the Board Members, unless the Town of Bay Harbor Islands removes any right to use any of the parking spaces that the Town of Bay Harbor Islands has allowed the Association to use since the Condominium's inception. The excess spaces beyond the seven (7) that have already been assigned shall be controlled by the Rules and Regulations as established by the Board of Directors from time to time.

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

I hereby certify that the foregoing is a
true and correct copy of the original on
file in this office

9/19/20
JUAN FERNANDEZ-BARQUIN, Clerk of the
Court and Comptroller, Miami-Dade County

Deputy Clerk



Miriam Perdomo #311459