

This instrument was prepared by:  
CARLOS F MARTIN, ESQUIRE  
CARLOS F MARTIN, PA  
2525 Ponce de Leon Boulevard  
Suite 300  
Coral Gables, Florida 33134

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF  
STANTON HOUSE ASSOCIATION, INC.**

The Declaration of Condominium of Stanton House Association, Inc., (the "Association") was duly recorded in Official Records Book 8489 at Page 1010 of the Public Records of Miami-Dade County, Florida at CFN# 73R260377 ; and

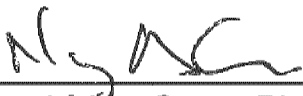
WHEREAS, the "Association" is the entity responsible for the operation of the aforementioned Condominium; and

WHEREAS, at a duly called and convened membership meeting of the Association held on February 16, 2017, the Amendment to the Declaration of Condominium as set out in Exhibit "A" attached hereto and incorporated herein was duly approved by a vote of the members in excess of that required by the pertinent provisions of said condominium documents.

NOW, THEREFORE, the undersigned hereby certifies that the amendment to the Declaration of Condominium as set out in Exhibit "A" attached hereto and incorporated herein is a true copy of the amendment as approved by the requisite vote of the members of the Association.

In witness whereof, the Association has caused this instrument to be executed by its authorized officer this 21st day of March, 2017, at Miami-Dade County, Florida.

STANTON HOUSE ASSOCIATION, INC.

  
\_\_\_\_\_  
Nancy Adriana Cantor, Director

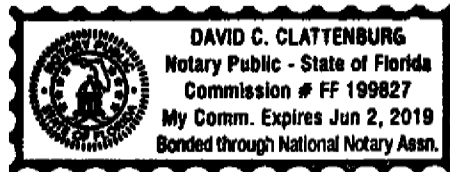
  
\_\_\_\_\_  
Witness

*[Signature]*  
Witness

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 21 day of March, 2017 by Nancy Adriana Cantor, Director of Stanton House 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 take an oath.

*[Signature]* (SEAL)  
NOTARY PUBLIC SIGNATURE  
State of Florida at Large



My Commission Expires: \_\_\_\_\_

DAVID CLATTENBURG  
Print Name

EXHIBIT "A"  
AMENDMENTS  
TO THE DECLARATION OF CONDOMINIUM  
AND BY-LAWS OF  
STANTON HOUSE CONDOMINIUM ASSOCIATION, INC.

(Additions indicated by underlining: Deletions indicated by striking-through.)

1. Amendments to the Declaration of Condominium Article 12(c) to remove all existing language therein and replace same with the following to provide as follows:

c. Leases:

1. The Board of Directors shall have the authority to approve all leases, renewals, and tenants thereof for units. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant as is appropriate under the circumstances.

2. Only entire apartment units may be rented or leased. There shall be no subdivision or subletting of units. Units may not be rented to more than 2 persons per bedroom in the unit. Units may only be occupied by tenants as a single family residence. Any unit owner(s) may lease his or her apartment for no less than twelve (12) months at any given time. No unit may be leased by any member during the first twelve (12) months immediately after purchase by the member.

3. All leases shall be on a uniform form of lease if one is so promulgated by the Association. Leases may also include an addendum promulgated by the Association, if the Association so requires. Uniform leases and all other 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 owner(s) 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(s) 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, incurred in connection with such actions from the unit owner(s).

4. The Association shall have the authority to charge a non-refundable \$100.00 screening fee per applicant or entity, other than husband/wife or parent/dependent child, which are considered one applicant, in connection with the approval required for the lease of an apartment Unit. Said fee may be increased by the Board of Directors from time to time but shall not exceed the highest fee permitted by law.

5. Upon receipt of all information required by the Board of Directors and fees required by the 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.

6. In the case of a lease renewal, if there has been no record of a violation of the documentary regulations in the lessee's file and if there has been no change in circumstances of the lessee from the previous lease term, the Association shall approve the lease renewal. Nonetheless, the lessee shall be required to submit written notification to the Association of his/her intent to renew the lease agreement, and following the same screening guidelines as a new tenant, and a copy of the said lease agreement.

7. In the event the unit owner is delinquent in his/her obligation to pay to Association any general or special assessments, or any installment thereof, the Association shall have the right to require the tenant to pay said rental installments, or the portion thereof sufficient to pay said delinquent maintenance assessments, directly to Association, upon Association giving written notice of the exercise of such right to the tenant and the unit owner. This right of Association is cumulative and in addition to any and all other rights or remedies Association may have against the owner.

8. If the Association disapproves a proposed lease or renewal, the apartment 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 on good cause. Good cause shall include, but not be limited to the following factors, which shall be deemed non-discriminatory and non-arbitrary reasons on their face and shall serve as a legitimate basis for denial of a lease or renewal:

(a) The person or entity seeking approval has been convicted of a felony;

(b) The person or entity seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(c) The application for approval on its face indicates that the person or entity 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;

(d) The person or entity 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;

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

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

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

(h) Any other reason legitimately relied upon by the Board of Directors in a non-discriminatory and non-arbitrary matter, to be determined by the Board of Directors, in its sole discretion on a case by case basis.