



CFN 20140111656
OR Bk 29029 Pgs 1242 - 1243 (2pgs)
RECORDED 02/12/2014 14:53:43
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Record, and when Recorded, Return to:

M. Keith Marshall, P.A.
2999 NE 191st Street
Suite 805
Aventura, FL 33180

Notice of Recording Amendments to the:

AMENDED AND RESTATED RULES AND REGULATIONS

-of-

5900 COLLINS AVENUE CONDOMINIUM, A CONDOMINIUM

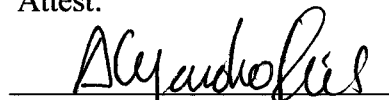
Amendments to the Amended and Restated Rules and Regulations of 5900 Collins Avenue Condominium Association, Inc., recorded on August 22, 2013 in Official Records Book 28785, Pages 1002-1024 of the Public Records of Miami-Dade County, Florida, were adopted by the Association on February 1, 2014, as are attached hereto as Exhibit "A".

NOW, THEREFORE, the undersigned hereby certifies that the Amendments to the Restated Rules and Regulations as attached hereto as Exhibit "A", are a true and correct counterpart original of the Amendments, as duly approved and adopted by the Board of Directors.

5900 COLLINS AVENUE CONDOMINIUM ASSOCIATION, INC.

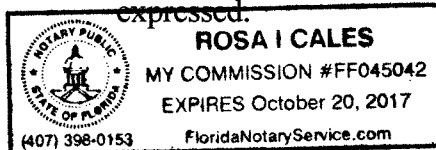

GREGORY ELDER
President

Attest:


ALEJANDRO RIOS
Secretary-Treasurer

State of Florida :
County of Miami-Dade :SS

The foregoing instrument was acknowledged before me on this 7th day of February, 2014, by GREGORY ELDER and ALEJANDRO RIOS, President and Secretary, of 5900 Collins Avenue Condominium Association, Inc., respectively ✓ both known to me to be the person(s) whose names are subscribed to in the aforementioned instrument or ✓ who produced driver licenses as identification, and they acknowledged to me that they executed the same for the purposes therein expressed.




Notary Public, State of Florida

My commission expires: October 20, 2017

SEAL:

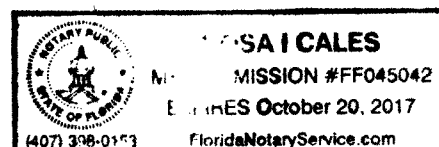


EXHIBIT "A"

Amendments to Amended and Restated Rules and Regulations
-of-
5900 Collins Avenue Condominium Association, Inc.

Section A. 4. A. is superseded by the following new Section A. 4. A.:

All leases are subject to the prior approval of the Board. No lease may be made for less than a one, continuous twelve (12) month period. All leases and lease renewals shall include the Association's standard Lease Addendum. No Unit may be utilized for transient accommodations.

Section A. 4. F. 9. is superseded by the following new Section A. 4. F. 9.:

Transfers and Sales of Units requires the issuance of a Certificate of Approval by the Association and in the absence thereof, said transfer or sale shall be null and void ab initio. "Transfer" means any conveyance or transfer of a Unit including a transfer (a) by deed (b) by contract for deed (c) by escrow agreement the intent of which is the transfer of title by the transferor at a future date (d) of a beneficial interest in a corporation, limited liability company, limited partnership or any other legal entity holding title to a Unit. Transfers subject to this paragraph excludes transfers between spouses, the addition of transferor's spouse or child(ren) to title or a transfer to a trust where the transferor and/or the transferor's spouse is/are the primary beneficiary(ies).

Section A. 4. J. is superseded by the following new Section A. 4. J.:

The Association may require that the lessee and/or Unit Owner, as lessor, post with the Association a security deposit, in an amount determined by the Association, which security deposit may be utilized by the Association to make replacements or repairs in the event the lessee causes damage to the Common Elements and/or Limited Common Elements. The amount of the security deposit shall not limit the Association's claim in the event such damages are in excess of the security deposit for which the Unit Owner and lessee shall be jointly and severally liable. The security deposit may not be utilized for claimed damage to the leased Unit.

A second paragraph has been added to Section B. 5. N. ; new Section B. 5. N. provides in its entirety as follows:

A Unit Owner shall be responsible for any and all damages that such Unit Owner causes to the Common Elements. The Association's Chief Engineer will investigate and prepare a report for each damage incident. The cost of making repairs and restorations will be charged to the Unit Owner responsible for the damage . Unit Owners are responsible for damage caused by their families, tenants, guests or invitees.

Any Unit Owner or Tenant hiring a contractor to perform any repair, alterations, installation or any other type of construction (collectively "Work") in a Unit shall be financially responsible to the Association for any damage to the Common Elements and/or Limited Common Elements of the Condominium Property caused by the contractor, subcontractor of the contractor or by a material supplier furnishing materials in connection with the Work and for the clean up and disposal of construction waste resulting from the Work. Prior to commencing the Work, the Unit Owner or Tenant engaging the contractor shall deposit the sum of \$500.00 (the "Deposit") with the Association to assure faithful performance of the aforesaid obligation. After the Work is completed, and on a finding by the Association that no damage has been caused in connection with the Work, no clean up is required and all construction waste has been removed from the Condominium Property, the Deposit shall be refunded. The cost of damage repair, if any, and waste removal incurred by the Association, shall be deducted from the Deposit. Nothing herein shall limit the liability for repairs and waste removal to the Deposit.