

This instrument was prepared by:
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BECKER & POLIAKOFF, P.A.
121 Alhambra Plaza, 10th Floor
Coral Gables, FL 33134

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
THE CRIMSON, A CONDOMINIUM**

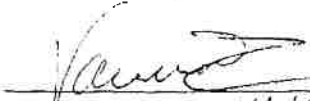
WHEREAS, the Declaration of Condominium of The Crimson, A Condominium was duly recorded in Official Records Book 29900 at Page 4291 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, The Crimson Condominium Association, Inc. (hereinafter the "Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, at duly called Annual Meeting of the Membership of the Association held on February 21, 2019, the amendments to the Declaration of Condominium as set out in Composite Exhibit "A" attached hereto and incorporated herein was duly approved by a vote in excess of that 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 attached hereto and incorporated herein is a true copy of the amendments as approved.

WITNESS my signature hereto this 5th day of MARCH, 2019 at Miami-Dade County, Florida.


Witness Print Name: VANESA PEREZ

THE CRIMSON CONDOMINIUM ASSOCIATION, INC.

BY: 
Fernando Levy-Hara, President,
(Seal)

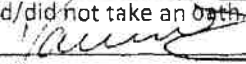
PRINT: Gabriel Sapot, Vice President


Witness Print Name: Noureen Morales

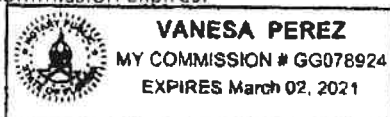
ATTEST: 

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 5th day of MARCH, 2019 by Fernando Levy-Hara, the President of The Crimson 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.

 (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

My commission expires:



VANESA PEREZ
PLEASE PRINT OR TYPE NOTARY SIGNATURE

EXHIBIT "A"

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM
OF
THE CRIMSON, A CONDOMINIUM

(Additions Indicated by underlining; Deletions indicated by ~~striking through~~.)

1. Amendment to Article XV, Section 15.02 of the Declaration regarding lease approvals and restrictions as follows:

15.02 Subject to the provisions hereof, and approval by the Association, a Unit Owner is permitted to lease his or her Unit, ~~provided, however, that such~~ Unit Owners must provides the Association with notice of ~~same lease, together with~~ a copy of the executed lease between the Unit Owner and any other information the Association may require about the tenant, ~~prior to the~~ No tenant's may takeing possession of a unit until the Association has approved the lease in writing.

The Association has thirty (30) days from the receipt of notice and all required information within which to approve or disapprove of the proposed lease or proposed Lessees or Resident. The Association shall give the Unit Owner written notice of its decision within said period. Leases may be extended or renewed, subject to Board approval.

No Person may occupy a Unit as a Tenant, Family member of a Tenant, Resident, or otherwise without prior approval of the Board. The Board has the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Residents as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed Residents of a Unit as a condition for approval.

Each lease shall be in writing and shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease and/or modifications, renewals or extensions of same). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases are subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. No lease of a Unit shall be for a period of less than ninety (90) days, and a Unit may be leased no more than three (3) times in a calendar year. Consistent with applicable law, the

Association shall have the right to adopt rule and regulations regarding background and credit checks for prospective tenants, procedures for submission of lease applications, procedures for screening, approvals and disapprovals of lease applications, and the documents and/or information required to be submitted with lease applications. The Association ~~and~~ may charge a screening fee and/or transfer fee up to the maximum amount allowed by law. All tenants must qualify under the this leasing approval criteria set forth by the Board of Directors in the Rules and Regulations and must be approved prior to taking possession of the Unit. Lease renewals are also subject to prior approval by the Association and the procedures adopted by the Board of Directors shall include the procedures and criteria for applications for approval of lease renewals. When a Unit is leased, a tenant shall have all use rights in Condominium Property and those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

If a Tenant, Resident, or other Unit Occupant, fails to abide by the Condominium Governing Documents, the Unit Owner(s) shall be responsible for such conduct and shall be subject to all remedies set forth in the Condominium Governing Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner has the duty to bring his Tenant's conduct (and that of the other Unit Residents, Occupants, Guests or Invitees) into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant into compliance with the Condominium Governing Documents in a manner deemed acceptable by the Board, or in other circumstances as may be determined by the Board, the Association has the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Condominium Governing Documents (or the noncompliance of other Residents, Occupants, Guests or Invitees), including without limitation the right to terminate a lease and/or institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Unit Owner. The Association has the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, secured by a Lien for Charges.

The Association shall have the right to require that a prospective lessee place a security deposit, in an amount not to exceed the maximum amounts allowed by law with the association to protect against damages to the common elements or association property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in part II of chapter 83 or as otherwise directed by Chapter 718 of the Florida Statutes as the same may be amended from time to time.

2. Amendment to Article XXII, Section 22.20 of the Declaration regarding pets in the Condominium as follows:

22.20 ~~Any approved resident may keep up to~~ ~~For an Owner in residence,~~ two (2) domesticated dogs or cats, which shall not have a combined aggregate weight of more than forty (40) pounds at maturity, may be maintained in a Unit provided such pets are (a) permitted to be so kept by applicable laws and regulations; (b) not left unattended on balconies; (c) generally not a nuisance to residents of other Units; and (d) not a breed considered dangerous by the Board of Directors; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing, and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Developer, the Board of Directors, each Unit Owner and the Association in such regard. All pets shall either be transported on the common areas outside of the Unit in a pet carrier or shall be leashed on a leash that complies with all local ordinances. Additionally, no pets shall be tied to any part of the Common Elements. Except for direct and immediate transport to or from a Unit, pets shall not be permitted on any portion of the Common Elements. ~~Tenants are not permitted to have any pets in a Unit other than an aquarium.~~ The Board of Directors has the right, from time to time, to adopt additional rules and regulations governing pets within the Condominium that are not inconsistent with the provisions hereof. Such rules shall be based upon the Board's determination of whether pets create a nuisance on and about the Condominium Property. Without limiting the generality of the foregoing, the Board may adopt rules and regulations regarding pet registration, proof of vaccination, DNA testing of dog excrement, registration fees for such testing and the imposition of fines in the case of violation of these rules. Should any pet be deemed a nuisance and the Unit Owner or other Unit Occupant fails to control such nuisance, the Association may demand removal of the pet from the Condominium and the pet must be removed within the time required by the Association.