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Broward County Commission
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#1

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM,
ARTICLES OF INCORPORATION, AND BY-LAWS OF COLONIAL GARDENS**

WE HEREBY CERTIFY THAT the attached Amendments to the Declaration of Condominium, Articles of Incorporation, and By-Laws of Colonial Gardens, a Condominium (the "Association"), as originally recorded at Official Records Book 3080, Page 181, et seq., of the public records of Broward County, Florida, and as subsequently amended from time to time, were duly adopted in the manner provided in the documents at a meeting of the Members, at which a quorum was present either in person or by proxy, after due notice, in the manner provided for in the Governing Documents.

IN WITNESS WHEREOF we have set our hands and seal this 23rd day of June, 2020.

WITNESSES

Witness

Natalie F. Guerra-Valdes
Printed Name

Witness

Jasmine Barnaby
Printed Name

COLONIAL GARDENS, a Condominium

By:

Ansel Davis, President

By:

Edith Van Note, Treasurer

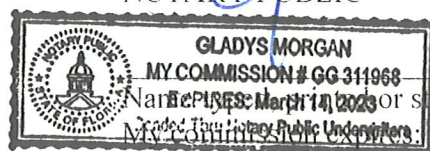
By:

Patricia Cullins, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23rd day of June, 2020, by Ansel Davis, Edith Van Note, and Patricia Cullins, president, treasurer, and secretary of Colonial Gardens, a Condominium, respectively, on behalf of the Association. They each are personally known to me or have produced FLA as identification.

NOTARY PUBLIC



AMENDMENTS TO DECLARATION:

(Additions are indicated by underlining, deletions by “-----“, and unaffected language by “. . . .”)

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V. Maintenance. The responsibility for the maintenance of the condominium property shall be as follows:

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(2) By the apartment owner. The responsibility of the apartment owner shall be as follows:

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(d) Liability for Actions. An apartment owner shall be liable for the expense of any maintenance, repair, or replacement of any real or personal property rendered necessary by his or her act, negligence or carelessness, or by that of any member of the apartment owner’s family or the apartment owner’s guests, employees, agents, invitees, tenants, or lessees.

(e) Failure to Maintain. In the event an apartment owner, tenant, or occupant fails to maintain his/her apartment or fails to cause such apartment to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines, to sue at law for damages, and to charge the apartment owner for the sums necessary to do whatever work is required to put the owner or apartment in compliance. In any proceeding arising because of an alleged failure of an apartment owner, a tenant, or the Association to comply with the requirements of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations adopted pursuant to said documents, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney’s fees (including appellate attorney’ fees).

(f) Mold. Each apartment owner shall be required to maintain appropriate climate control, keep his or her apartment clean, and take necessary measures to retard and prevent mold from accumulating in the apartment. Each apartment owner shall be required to clean and dust his or her apartment on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts. Apartment owners shall be required to report immediately in writing to the Board any evidence of water leak or water infiltration or excessive moisture in the apartment, common hallways, and any other common elements. Each apartment owner shall be fully responsible and liable for the entire amount of all cleaning expense and remediation costs incurred by the Association to remove mold from the apartment if the apartment owner fails to remediate same.

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C. Access. Each apartment owner shall permit the Association to have access to his or her apartment from time to time during reasonable hours when necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs therein necessary to prevent damage to the common elements or to another apartment.

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VI. Assessments. Assessments against the apartment owners shall be made by the association for the common expenses and shall be pursuant to the by-laws of the association and subject to the following provisions:

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~~B. Interest. Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payments on accounts shall first be applied to interest due and then to the assessment payment first due.~~

B. Late Fees. Assessments paid on or before five (5) days after the date when due shall not incur a late fee. Apartment owners shall be charged a late fee in the amount of ten dollars (\$10) each month that an assessment is paid more than five (5) days late.

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XI. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

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~~E. Leasing. Entire apartments may be leased provided the occupancy is only be the lessee and his family but the leasing thereof is subject to the approval by the association as hereinafter set forth. No rooms may be rented and no transient tenants accommodated. For purposes of this Declaration, "leasing" is the regular, exclusive occupancy of a dwelling by any Person other than the apartment owner, for which the apartment owner receives any consideration or benefit, including, without limitation, a fee, service, or gratuity. An apartment may be leased only in its entirety (e.g. separate rooms within the same apartment may not be separately leased).~~

(1) An apartment owner must own his/her apartment for at least three (3) years before being permitted to lease his/her apartment.

(2) Each lease shall specifically provide (or, if it does not, shall be automatically deemed to provide) that (a) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions, and restrictions of this Declaration, the Articles, the By-Laws and any and all rules and regulations adopted by the Association from time to time (the "Governing Documents"); and (b) 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, By-Laws, or any rules and regulations. The apartment owner shall be responsible for providing a copy of the Governing Documents to the tenant prior to execution of the lease and shall monitor enforcement and compliance with the Governing Documents by the Tenant.

(3) The apartment 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 and special assessments may be levied against the apartment owner therefor.

(4) All leases are subject to the Association's approval. The Association may charge a fee in connection with the approval of any lease or other transfer of an apartment, provided, however, that such fee may not exceed \$100 per applicant other than husband/wife or parent/dependent child, which are considered one applicant.

(5) Should it become necessary for the Association to evict an apartment owner's tenant, the apartment owner shall be jointly and severally liable with the tenant for payment of all of the Associations costs and expenses associated therewith, including, but not limited to, attorneys' fees and costs.

(6) No apartment may be used as a rooming house, hostel, or hotel. No short term leases or transient occupants are permitted. Listing an apartment for rent on AirBNB, VRBO, or any other short term rental site is strictly prohibited.

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G. Animals/Pets. Except as provided under the By-Laws and/or Rules and Regulations promulgated by the Association, an apartment owner and/or resident/tenant shall not keep, raise, or breed any pet or other animal, livestock or poultry upon any portion of the Condominium Property or the Association Property. No apartment owner, resident, or tenant shall be permitted to keep a domestic pet (i.e. dogs, cats, birds) in his or her apartment either temporarily or permanently without the prior written permission of the Board. Such permission in one instance shall not be deemed to institute a blanket permission in any other instance and any such permission may be revoked at any time in the sole discretion of the Board. No birds or exotic pets such as snakes, reptiles, or lemurs, shall be permitted on any portion of the Condominium Property or the Association Property, nor may such animals be permitted inside any apartment. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

XII. Sale, rental. Lease or transfer of interest. In order to assure and maintain a community of congenial residents and thus protect the value of the apartments, the sale, leasing and mortgaging of apartments by owners shall be subject to the following provisions so long as the condominium exists:

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B. Approval by association. In the event the approval of the association is required for the transfer of ownership of apartments the same shall be obtained in the following manner:

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(d) Fee. The Association may charge a fee in connection with the approval of any transfer, provided, however, that such fee may not exceed the maximum amount permitted by the Act.

(2) Certificate of approval. If the association approves the sale or lease or continuance of the apartment owner's ownership of his apartment it shall evidence the same by a certificate in a writing executed by the President and Secretary and it shall be in recordable form and delivered to the purchaser, lessee or new apartment owner and the same shall be recorded in the Public Records of Broward County, Florida.

(3) ~~Approval of corporate owner, purchaser or lessee.~~ No corporate ownership. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, ~~if the apartment owner or purchaser or lessee of an apartment is a corporation the approval of the ownership or interest by the corporation may be conditioned by requiring that all persons occupying the apartment shall also be approved by the association.~~ neither a corporation nor any corporate entity may purchase or lease an apartment. This section shall not apply to mortgagees that take title to an apartment via foreclosure. Only individuals may purchase or lease an apartment.

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F. Unauthorized transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this declaration, the Articles, By-Laws, or any rules and regulations, shall be void unless subsequently approved in writing by the association. The association has the right to terminate any unapproved leases and initiate eviction proceedings. The association has the right to rescind any unapproved purchases and take legal action to effectuate a rescission. The apartment owner, lessee, and/or prospective purchaser shall be jointly and severally liable for all costs associated with such proceedings, including attorney's fees and costs.

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XIII. Compliance and default. Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the association or other apartment owners to the following relief:

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E. Fines. In addition to any and all other remedies available to the Association, a fine or fines may be imposed upon an apartment owner for failure of an apartment owner, his/her family, guests, invitees, or lessees, to comply with any covenant, restriction, rule or regulation herein or Articles of Incorporation, By-Laws, or Rules and Regulations of the Association, provided the following procedures are adhered to:

(a) First Offense (First Notice). When the Association becomes aware of noncompliance, it shall send a certified letter to the apartment owner advising him/her of the Declaration, By-Law, Articles, or Rules which have been allegedly violated and warning that strict compliance will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

(b) Second Offense (Second Notice). If the violation has been repeated or has been continued beyond the time specified within the First Notice, the Board, after verifying the violation, may authorize a fine to be levied upon the apartment owner, provided the following procedures are adhered to.

(i) Notice. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (1) a statement of the date, time, and place of the hearing; (2) a statement of the provisions of the Declaration, By-Laws, Articles, or Rules which have allegedly been violated; and (3) a short and plain statement of the matters asserted by the Association.

(ii) Hearing. The non-compliance shall be presented to a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The association must provide written notice of such fine or suspension by certified mail or hand delivery to the apartment owner.

(iii) The fine may not exceed the maximum amount permitted by the Act.

(c) Exemptions. Any apartment owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

XIV. Amendments. This Declaration of Condominium may be amended in the following manner:

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B. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the association or by the apartment owners meeting as members of the association. Directors and members not present by person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. The adoption and approval of the ~~meeting amendment~~ must be by the affirmative vote of not less than 75% of the entire membership of the Board of Directors of the association and by not less than ~~75% of the votes of the entire membership of the association~~ fifteen (15) of the twenty one (21) units, which comprise the members of the association.

AMENDMENTS TO ARTICLES OF INCORPORATION:

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ARTICLE III
POWERS

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1. The Association shall have all of the common law and statutory powers of a corporation not for profit, including those powers set forth in the Condominium Act, Chapter 711-718, Florida Statutes, which are not in conflict with the terms of these Articles.

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ARTICLE IX
AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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2. A resolution approving a proposed amendment may be proposed by either the board of directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Such approvals must be by all the affirmative vote of not less than 75% of the directors and not less than 75% of the members of the Association fifteen (15) of the twenty one (21) units, which comprise the members of the association. Directors and members not present by person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

AMENDMENTS TO BY-LAWS:

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III. DIRECTORS

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5. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or ~~telegraph~~ e-mail at least three days prior to the date named for such meeting unless notice is waived.

6. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three days' notice of the meeting shall be given personally or by mail or ~~telegraph~~ e-mail, which notice shall state the time, place and purpose of the meeting, unless such notice is waived by said Directors in writing before or after the meeting, and such waiver shall be deemed the equivalent to the giving of notice.