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RECORDED 07/15/2021 10:49:24  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
MILLER SIXTY-SEVEN TOWNHOUSES CONDOMINIUM ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT is executed this 17<sup>th</sup> day of JUNE, 2021, by MILLER SIXTY-SEVEN TOWNHOUSES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "Association").

**RECITALS**

WHEREAS, the Association has been established for the operation of Miller Sixty-Seven Townhouses, A Condominium, in accordance with the Declaration of Condominium and related documents which were recorded on March 1, 1974 in Official Records Book 8611, at Page 1834 of the Public Records of Miami-Dade County, Florida, and all exhibits and amendments thereto (the "Declaration").

WHEREAS, Article 15 of the Declaration provides that the Declaration may be amended with the affirmative approval of seventy-five percent (75%) of the members of the Association.

WHEREAS, amendments to the Declaration were proposed at a duly noticed Combined Special Meeting of the Members and Board of Directors held on May 12, 2021 ("Combined Meeting") at which a quorum of Board was attained.

WHEREAS, the proposed amendments to the Declaration were approved by in excess of seventy-five percent of the members the Association at a duly called and noticed Reconvened Special Meeting of the Members held on June 17, 2021, where a quorum of the Members was attained.

NOW THEREFORE, the Association does hereby state as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. New Language is indicated by underscored type.  
Deleted Language is indicated by ~~struck through~~ type.
3. Article 1 of the Declaration, entitled "Purpose," is hereby amended as follows:

The purpose of this Declaration is to submit the lands describe and improvements described to the Condominium form of ownership and use in the manner provided in Chapter 711.718 of the Florida Statutes, as same is amended from time to time, herein called the "Condominium Act".

4. Article 3 of Declaration, entitled "Definitions," is hereby amended as follows:

The terms used in this Declaration and in its exhibits including the Articles of Incorporation and By-Laws of MILLER SIXTY-SEVEN CONDOMINIUM ASSOCIATION, INC. shall be defined in accordance with the provisions of Section 711.03 718.103 of the Florida Statutes, as amended from time to time (Condominium Act) and as follows unless the context otherwise requires.

5. Section 2 of Article 15 of the Declaration, entitled "Resolution," is hereby amended as follows:

An amendment may be proposed by either the Board of Directors or by seventy-five (75%) percent of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and ~~seventy-five (75%) percent a majority of the members of the Association represented in person or by proxy at a meeting of the members. Directors and m~~ Members not present at the meetings considering the amendment may express their approval, in writing, given before such meetings.

6. Section 5.2(a) of Article 5 of the Declaration, entitled "Alteration and Improvement of the Common Elements," is hereby amended as follows:

Alteration and Improvement. Alteration and improvement of the Condominium property and restrictions thereon shall be as follows:

(a) Alteration and Improvement of the Common Elements ~~by Unit Owners. Except as elsewhere reserved to the declarer, neither the A~~ Condominium Unit owner nor the Association shall not make any alteration in the portions of a Condominium Unit or building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would jeopardize the safety or soundness of a building, or impair any easement without first obtaining approval in writing of ~~owners of all other Condominium Units in such Building and the approval of~~ the Board of Directors of the Association. A copy of plans for all such work prepared by an Architect licensed to practice in Florida shall be filed with the Association prior to the granting of such approval and the commencement of the alteration or improvement. ~~The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any Condominium Unit owner without his consent. The cost of such alteration or improvement shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the Condominium Unit owned unless such owner shall approve the alteration or improvement and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed equally to the other Condominium Unit owners.~~

7. Section 5.2(b) of Article 5 of the Declaration, entitled "Alteration and Improvement of Condominium Units," is amended as follows:

(b) Alteration and Improvement of the Condominium Units. Subject to the other provisions of 5.1(b)(1), (2) and (3) and which in all cases shall supersede and have priority over the provisions of this section when in conflict therewith, a Condominium Unit owner may make such alterations or improvements to his Condominium Unit at his sole and personal cost as he may deem advisable provided all work shall be done without disturbing the rights of other Condominium Unit owners and further providing that a Condominium Unit owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening exterior door, windows, structural or load-bearing member, electric service or plumbing service without first obtaining approval in writing of ~~owners of all other Condominium Unit owners in his building and the approval of~~ the Board of Directors of the Association.

8. Article 5 of the Declaration, entitled "Alteration and Improvement of the Common Elements by the Association," is hereby amended to add Section 5.2(c) as follows:

(c) Alteration and Improvement of the Common Elements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, the Association's property, or any part of either, shall require capital additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) costing in excess of \$75,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by the Owners of a majority of the Units represented at such meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, the Association Property, or any part of either, costing in the aggregate \$75,000.00 or less in a calendar year may be made by the Board of Directors without approval

of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this Section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

9. Section 2 of Article 6 of the Declaration, entitled "Interest; Application of Payments," is amended as follows:

**Late Fee; Interest; Application of Payments.** Assessments and installments on such assessments paid on or before Ten (10) days after the date when due, shall not bear interest, but all sums not paid on or before Ten (10) days after the date when due shall bear interest at the rate of ~~Ten (10%)~~ ~~Eighteen percent (18%)~~ per annum from the date when due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment or such other maximum amount as may be allowed by law. All payments on account shall be first applied to interest, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection and then to the assessment payment first due.

10. Section 1 of Article 8 of the Declaration, entitled "Authority to Purchase," is amended as follows:

**Authority to Purchase.** All insurance policies upon the Condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the buildings, also for the benefit of the Condominium Unit owners and their mortgagees as their interest may appear and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Condominium Unit owners. In the case of insurance policies covering damage to the buildings, the kind, amounts, valuations and forms of such policies and the insurance companies issuing the same shall be subject to the approval of the bank, life insurance company or savings and loan association holding the greatest dollar amount of first mortgages against Condominium Units in the Condominium. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any Condominium Unit owner but the Condominium Unit owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association. Condominium Unit owners shall furnish the Association with copies of all insurance policies obtained by them.

11. Section 4 of Article 8 of the Declaration, entitled "Insurance Trustee Share of Proceeds," is amended as follows:

**Insurance Trustee Share of Proceeds.** All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to the Association. The Association serve as the Insurance Trustee for disbursement of insurance proceeds and will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. The Association is hereby irrevocably appointed as an agent and attorney-in-fact for each and every Condominium Unit Owner, for each institutional mortgagee and/or each owner of any other interest in the Condominium property to adjust and settle any and all claims arising under any insurance policy purchased by the Association and to execute and deliver releases upon the payment of claims, if any. an Insurance Trustee, being an institution having offices in Dade County, Florida, and possessing trust powers, as may from time to time be approved by the Board of Directors of the Association, which trustee is herein referred to as "Insurance Trustee"; provided, however, that the foregoing right of the Board of Directors to select the Insurance Trustee shall be subject to the approval of the bank, the insurance company or savings and loan association holding the greatest dollar amount of first mortgages against units in the Condominium. The duty of the Insurance Trustee Association shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Condominium Unit owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee.

12. Section 5 of Article 8 of the Declaration, entitled "Distribution of Proceeds," is amended as follows:

**Distribution of Proceeds.** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) All expenses of the Insurance Trustee (if any) shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittance to Condominium Unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Condominium Unit.

(c) If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Condominium Unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Condominium Unit.

~~(d) In making distribution to Condominium Unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Condominium Unit owners and their respective shares of the distribution.~~

13. Section 1(c) of Article 9 of the Declaration, entitled "Certificate," is amended as follows:

~~Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the Condominium Unit owners, where so provided, have made a decision whether or not to reconstruct or repair.~~

14. Section 6 of Article 9 of the Declaration, entitled "Construction Funds," is amended as follows:

**Construction Funds.** The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) **Association - Lesser Damage.** If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$10,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(b) **Association - Major Damage.** If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$10,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Section 6(a) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(c) **Unit Owners.** If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Units and/or certain portions of all of the contents therein not that is not included in the property insured by the Association (as determined by the Association in its sole direction (collectively the "Optional Property) or such funds may be distributed to owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair

for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable jointly to any mortgagee.

15. Section 3(a)(1) of Article 11 of the Declaration, entitled "Sale," is amended as follows:

(1) The sale shall be closed within thirty (30) days forty (40) to sixty (60) days after delivery or mailing of the agreement to purchase, or upon the date designated in the disapproved contract, whichever date shall be later.

16. Section 3(c)(3) of Article 11 of the Declaration entitled "Gift, Devise or Inheritance; Other Transfers" is amended as follows:

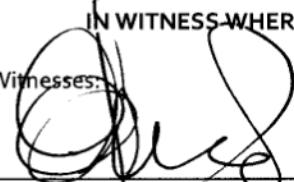
(3) The sale shall be closed within thirty (30) days forty (40) to sixty (60) days following the determination of the sale price.

17. Section 5 of Article 11 of the Declaration, entitled "Charges for Approval of Transfers," is amended as follows:

5. Charges for Approval of Transfers. In connection with any application or proceedings for the Association's approval as required for any transfer or change of ownership or mortgage of a Condominium Unit, the Association may impose as a condition to its considering the same, the payment of a non-refundable screening fee of \$100.00 per applicant, other than husband/wife or parent/dependent child, which are considered one applicant, its actual real and proveable out of pocket expenses incurred or to be incurred in its investigations and determination, provided, however, that the Association may not as a condition to its consideration or to its granting of approval directly or indirectly impose any fee or charge which by its nature is a fee, commission or profit no matter how characterized or to whom the same may be payable. Tenants shall be required to place in escrow with the Association a security deposit in an amount to be established by the Board of Directors from time to time, provided however the amount of the security deposit shall not exceed the equivalent of one (1) month's rent. The security deposit may be used by the Association to repair any damages to the Common Elements resulting from acts or omissions of tenants, their guests and invitees (as determined in the sole discretion of the Board of Directors). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effectuate such repairs or to pay any claim for injury or damage to property caused by the tenant.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 17<sup>th</sup> day of JUNE, 2021.

Witnesses:



Print Name:

Elizabeth Gutierrez

MILLER SIXTY-SEVEN TOWNHOUSES CONDOMINIUM  
ASSOCIATION, INC., a Florida not for profit corporation

By:



Larissa Pozo, President

Print Name: Jesus Larranaga



Print Name:

Aida Rojo

By:



Reynaldo Alvarez, Secretary

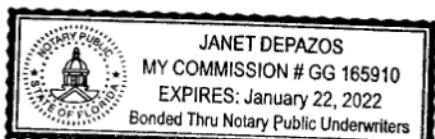
Print Name: Jenny Cabrera



STATE OF FLORIDA )  
)

COUNTY OF MIAMI-DADE )

17<sup>th</sup> The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this day of JUNE, 2021, by Larissa Pozo, as President, and Reynaldo Alvarez, as Secretary, of Miller Sixty-Seven Townhouses Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They (are personally known to me)/(have produced \_\_\_\_\_ as identification) and (did)/(did not) take an oath.



Notary Public State of Florida

Print Name: Janet Depazos

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

This instrument prepared by and return to:

L. Chere Trigg, Esq.  
SIEGFRIED RIVERA  
201 Alhambra Circle, 11<sup>th</sup> Floor  
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