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HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY: RAY STRAUSS, P.A. 17280 NE 19 AVENUE N. MIAMI BEACH, FL 33162

AMENDMENT TO BY-LAWS OF THREE HORIZONS, NORTH, CONDOMINIUM, INC., 1470 N.E. 125 TERRACE, N. MIAMI, FL 33161

WHEREAS, THREE HORIZONS, NORTH, CONDOMINIUM, INC., is a Condominium in accordance with Florida Statutes, with the Declaration thereof being filed July 10, 1970 and recorded in Official Records Book 6912, at Page 409 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, THREE HORIZONS, NORTH, CONDOMINIUM is governed by THREE HORIZONS, NORTH, CONDOMINIUM, INC., a corporation not for profit, all in accordance with the Articles of the above stated Declaration of Condominium; and

WHEREAS, after due notice pursuant to the Declaration and By-Laws of the Association was given, a General Meeting of the Condominium Association was held on the 27th day of July, 2017; and

ARTICLE XIII

SECTION 1: RENTING & LEASING:

No Unit Owner(s) are permitted to rent or lease their apartment except that in ease of death of a Unit Owner, in order to avoid a hardship, the estate of a Unit Owner may lease or rent the apartment of a deceased for a period of not less than four months nor more than one year and shall be subject to the approval of the Board of Directors and a payment of a deposit of \$200.00 by the renter or lessee to pay for any damages that may be caused to the common elements by the renter or lessee. Such deposit or balance remaining thereof shall be returned at the end of the lease term.

No portion of a Unit (other than an entire Unit) may be rented. The Association shall keep a census of leased Units. All leases shall be in writing and submitted together with required documents and fees requested by the Association, be approved by the Association, and shall provide that the Association shall have a right to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document, or instrument governing the Condominium. A Unit may be leased no more than two (2) times in any calendar year, and each lease term shall not be for less than six (6) months. A Unit Owner

is obligated to notify the Association each and every time his Unit is to be occupied by a tenant and shall provide the Association with the name and address of the proposed tenants and such other information as the Association may reasonably request in each instance. Regardless of whether or not expressed in the applicable lease (if any) a Unit Owner shall be joint and severally liable to the Association for the acts and omission of his tenant(s) or occupant(s) which constitute a violation of, or non-compliance with, the provisions of the Declaration and of any and all of the Articles of Incorporation, By-Laws, and rules and regulations of the Association. The Association may require that prospective tenants place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Elements and/or resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Unit Owner shall be joint and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to affect such repair or to pay any claim for injury or damage to property caused by the tenant. Any sublease or assignment of lease shall be considered a new lease subject to the provisions hereof. Renewal of leases in which there is a change in more than just the expiration date and rental under the Lease shall likewise be considered a new lease subject to the provisions thereof.

Any purported lease of a Unit in violation of this Section shall be voidable at any time at the election of the Association and if the Board of Directors shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported tenant. Said Unit Owner shall reimburse the Association for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

WITNESS my signature hereto this 24 day of September, 2020, at North Miami, Florida.

SEAL

THREE HORIZONS, NORTH, CONDOMINIUM, INC.

BY:

DAYDOEL NEVARED PRESIDE

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lowo forches.

Y: Ima Nau

RMA ENCINA: SECRETARY

STATE OF FLORIDA) COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally DAYINEL NEVAREZ and IRMA ENCINA, known to me / presented ______ as identification to be person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal this day of

_, 2020

OTARY PUBLIC

My commission Expires:

