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**CERTIFICATE OF AMENDMENT
 TO THE DECLARATION OF CONDOMINIUM OF BONAVIDA CONDOMINIUM**

WITNESSETH:

WHEREAS, the Declaration of Condominium of Bonavida Condominium was duly recorded in Official Records Book 8325 at Page 4, et. seq., as amended and supplemented, of the Public Records of Miami-Dade County, Florida, and

WHEREAS, at a duly called and noticed meeting of the membership of Bonavida Condominium Association, Inc., a Florida not-for-profit corporation, held on Monday, the 1st day of October, 2012, at which a quorum was present, the members approved the amendments to the Declaration of Condominium of Bonavida Condominium set forth hereinbelow by an affirmative vote in excess of that required for amendments to the Declaration, and

NOW THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Condominium of Bonavida Condominium are a true and correct copy of the amendments to the Declaration of Condominium of Bonavida Condominium as approved by the membership:

**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF
 BONAVIDA CONDOMINIUM**

(Additions indicated by underlining "_____"; Deletions by strikethrough "----")

1. *Amendment to the Declaration of Condominium of Bonavida Condominium adding new Article XXIV as follows:*

XXIV.

SMOKING AND SECONDHAND SMOKE RESTRICTIONS

From the effective date of this amendment, in consideration of the health and welfare of the residents of Bonavida Condominium / Association, and the known health hazards of

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secondhand smoke, the following prohibitions and restrictions on smoking and secondhand smoke are hereby adopted and established for Bonavida Condominium / Association. For purposes of this paragraph, "secondhand smoke" means smoke emitted from lighted, smoldering, or burning tobacco when the smoker is not inhaling; smoke emitted at the mouthpiece during puff drawing; and smoke exhaled by the smoker. For purposes of this paragraph, "smoking" means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product. Smoking and secondhand smoke are hereby declared and deemed a nuisance as described in this Declaration, including, but not limited to, the description in Article XII of this Declaration of Condominium. It is further hereby declared that smoking and secondhand smoke obstructs and interferes with the rights of other unit owners / residents to the peaceful enjoyment of their Units. Accordingly, smoking in the Condominium Units, the Common and/or Limited Common Elements of the Condominium, the recreational facilities or any portion of the Condominium Property is hereby strictly prohibited. Notwithstanding the foregoing, the aforementioned prohibition on smoking does not apply to the individual Limited Common Element balconies / terraces where smoking shall be permitted, provided that balcony / terrace doors and internal windows must be kept completely closed when smoking on a balcony / terrace. In addition, smoking on the fire terraces is hereby strictly prohibited. In the event of a violation of this paragraph by any unit owner, occupant, resident, lessee, guest or invitee, the Association, by direction of its Board of Directors, may exercise any and all rights and remedies available to it under its governing documents and/or Florida Statutes, as they may be amended from time to time, including, but not limited to, the levying of violation fines, an action for injunctive relief, etc.

II. *Amendment to Article VI of the Declaration of Condominium of Bonavida Condominium is as follows:*

VI.

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium called or convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than ~~three-fourths (3/4ths)~~ two-thirds (2/3rds) of the total vote of the members of the Association.

96 VOTES

All Amendments shall be recorded and certified, as required by the Condominium Act. No Amendment shall change any Condominium Parcel nor a Condominium Unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof, and all record owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages, or change the provisions of this Declaration with respect to

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institutional mortgagees, without the written approval of all institutional mortgagees of record, nor shall the provisions of ARTICLE XI of this Declaration be changed without the written approval of all institutional mortgagees of record.

Notwithstanding the foregoing, this Declaration may not be amended without the written approval of the Lessor under the Agreement for Recreational Facilities and the Management Firm under the Management Agreement, as long as the said Management Agreement attached to this Declaration remains in effect, which said approvals shall not be unreasonably withheld. No Amendment shall change the rights and privileges of the Developer without the Developer's written approval.

Notwithstanding the foregoing paragraphs of this ARTICLE VI, the Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as the Developer owns the units so altered; however, no such change shall increase the number of units nor alter the boundaries of the common elements, except the party wall between any Condominium units, without Amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by the Amendment of this Declaration with a survey attached, reflecting such authorized alteration of units, and said Amendment need only be executed and acknowledged by the Developer and any holders of institutional mortgages encumbering the said altered units. The survey shall be certified in the manner required by the Condominium Act. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned, and the voting rights, together with apportioning the common expenses and common surplus of the units concerned, and such shares of common elements, common expenses and common surplus, and the voting rights of the units concerned shall be duly noted in the Amendment of the Declaration. The rent under the Agreement for Recreational Facilities shall be apportioned by the Developer, with the Lessor's written approval, and same shall be reflected in the Amendment to Declaration.

- III. *Except as amended and modified herein, all other sections of the Declaration of Condominium of Bonavida Condominium shall remain unchanged and in full force and effect according to their terms, as amended.*

IN WITNESS WHEREOF, Bonavida Condominium Association, Inc.
has executed this Amendment to the Declaration of Condominium of Bonavida Condominium,
this 10th day of October, 2012.

[SIGNATURES ON FOLLOWING PAGE]

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