



**This Instrument Was Prepared By:**  
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**AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
PLAZA 57, A COMMERCIAL CONDOMINIUM**

THIS AMENDMENT is made and entered into as of the 11<sup>th</sup> day of December, 2014, by **Plaza 57 Condominium Association Inc.**, a Florida Non-Profit Corporation (the "Association").

WITNESSETH:

WHEREAS, the undersigned are the President and Secretary of the Association under that certain Declaration of Condominium of **Plaza 57, a Commercial Condominium**, recorded April 19, 2005 in Official Records Book 23289 at Page 0859, of the Public Records of Miami-Dade County, Florida, as amended (collectively, the "Declaration"), establishing certain covenants, restrictions, reservations, regulations, burdens, liens and easements for that certain Commercial Condominium known as "**Plaza 57**" as more particularly described in the Declaration; and

WHEREAS, due to ongoing technical problems with, and the high cost of operating, the original garage and building entry control systems, the Board of Directors of the Association has authorized replacement of the garage and building entry control systems with a system reasonably determined by Developer, **7300 Investments, LLC, a Florida limited liability company**, and to share the cost thereof so that the Association shall pay the lesser of (i) twenty-six thousand six hundred thirty-one (\$26,631.00) dollars, which is the amount currently in the Association's reserve account for that purpose, or (ii) thirty-eight percent (38%) of the cost of purchase and installation of the new system; the Developer agrees to pay all costs associated with purchase and installation of the new system in excess of that amount; and

WHEREAS, the Association desires to amend certain provisions of the Declaration relating to the Parking Garage, Parking Units and the allocation of operating costs pertaining to the Parking Garage;

NOW, THEREFORE, as attested to below, by affirmative vote of Voting Members casting not less than three-fourths of the total vote of Members, and with the joinder by Developer, the Declaration is hereby modified as follows:

1. **Article XXIII.C** of the Declaration is hereby amended by addition of the underlined text:

The Developer, and its successors and assigns, shall have the right to operate, occupy, lease, sell, convey or rent for its own benefit, all or any of the Parking

Units, and to make such Parking Units available for lease or rent at rates to be determined solely by the Developer, to Unit Owners and to the employees, guests and invitees of Unit Owners in this Condominium, as well as to the general public. Except to the extent specifically leased, assigned or otherwise restricted by Developer, and reserved for the exclusive use of one or more Unit Owners or others, Parking Units shall be made available to the Unit Owners, their employees, guests and invitees, on a non-reserved basis within the Building, at such rates, for such periods, during such hours and upon such terms, as Developer, in its sole and absolute discretion, determines; provided, the rate Developer may charge for Parking Units leased on a monthly basis to Unit Owners, up to a maximum of three (3) Parking Units per Unit Owner, shall be fixed at sixty-five (\$65.00) dollars per month through December 31, 2016, after which date Developer may, from time to time, increase the rate based upon, and not to exceed, the cumulative increase in the Consumer Price Index for All Urban Consumers ("CPI") from the date on which the prior rate was set. Not fewer than 28 Parking Units shall be allocated for guest or visitor parking during Business Hours, hereafter defined. The sale, conveyance, transfer, assignment, lease or rental of any Parking Unit to a Unit Owner or to anyone, may be made subject to such conditions, reservations and agreements as may be stipulated by the Developer in its sole and absolute discretion, including but not limited to the Developer's right to retain, control or use of any such Parking Unit(s), during non-Business Hours, and for the sole benefit of the Developer. Notwithstanding the foregoing provisions of this paragraph, Parking Units owned by Unit Owners other than Developer described in Exhibit A attached hereto ("Non-Developer Parking Units") shall be exempt from any rights of the Developer pertaining to the use of Parking Units set forth in this Paragraph or elsewhere in this Declaration so that owners of Non-Developer Parking Units shall be entitled to the use of said Parking Units without use restrictions or limitations, whether during business and non-business hours, and Developer shall not have the right to the use of said Non-Developer Parking Units in connection with the operation of a parking garage business.

2. **Article X.G** of the Declaration is hereby amended by addition of the of the underlined text at the end of said paragraph:

In the event the Board reasonably determines in good faith that an expense of the Corporation should not be borne by all Units in accordance with the proportions set forth in Article VII hereof, then the Board may assess such expenses upon some but not all of the Units or upon Units in proportions other than set forth in said Article VII. By means of illustration, and without limitation by specification, the Board may assess less than all Units for an expense arising from (i) the cost of maintaining a limited common element, (ii) the cost of repair of Condominium Property or Association Property damaged by an Owner or his tenant (iii) the cost of maintenance

undertaken by the Association of janitorial or cleaning services of Office Spaces for some but not all Office Spaces or for Office Spaces requiring an extraordinary amount of such services, (iv) an additional cost of insurance coverage arising from the nature of the business conducted by the Owner (or the lessee or occupant thereof) in the Office Space, (v) excessive use of electric, air-conditioning or other utilities, or (vi) increased burden on trash removal. Notwithstanding the foregoing, in the event the Corporation, in its discretion, makes the special allocation of expenses as provided in this paragraph, such special allocation shall be deemed to be a Special Charge, and not a Common Expense assessment, levied and assessed against the applicable Units to secure the payment of such special allocation, and if not paid when due, the Corporation shall have a lien for such Special Charge in accordance with the provisions of paragraph H of this Article X of this Declaration of Condominium. Further, notwithstanding the foregoing, Special Charges shall not be assessed against the Parking Attendant Unit or the Parking Units without the prior written consent of the Developer. Notwithstanding the foregoing provisions of this paragraph, forty percent (40%) of the expenses of operating the Parking Garage from and after February 1, 2014, including the entry control system of the Parking Garage and expenses related to the operation of a parking garage business, shall be deemed to be Common Expenses of the Condominium, and sixty percent (60%) of said Parking Garage expenses shall be borne by Developer.

3. Except as herein explicitly modified and amended herein above, the Declaration and every provision thereof shall remain unchanged and in full force and effect.

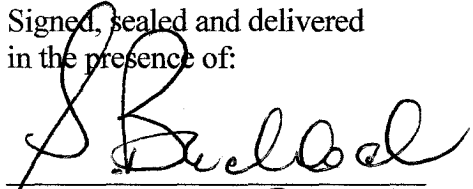
[Signatures follow on next page.]




**JOINDER AND CONSENT BY DEVELOPER**

IN WITNESS WHEREOF, 7300 Investments, LLC, a Florida limited liability company, does hereby acknowledge and agree to the foregoing, and has caused this Joinder and Consent to be signed in its name.

Signed, sealed and delivered  
in the presence of:

  
Print Name: S. BLACKLOCK


  
Print Name: STEVEN P. SCHNEIDER

**DEVELOPER**

**7300 Investments, LLC**, a Florida limited liability company

By: **Westway Limited**, a Florida limited partnership (Manager)

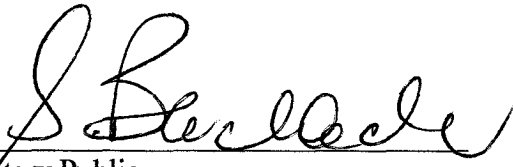
By: **Westway Incorporated**, a Florida corporation (General Partner)

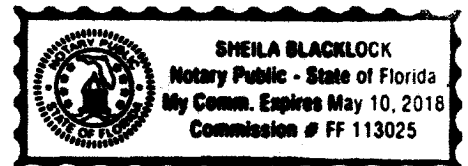
By:   
L. Richard Mattaway, President

STATE OF FLORIDA        )  
  ) SS:  
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of DEC., 2014, by L. Richard Mattaway, President Westway Incorporated, a Florida corporation, as General Partner of Westway Limited, a Florida limited partnership, ~~the Managing Member~~ of 7300 Investments, LLC, a Florida limited liability company, who is personally known to me or produced \_\_\_\_\_ as identification.

My Commission Expires:

  
Notary Public  
State of Florida



**EXHIBIT A**  
**SCHEDULE OF NON-DEVELOPER PARKING SPACES**

<b>OWNER NAME</b>	<b>Suite #</b>	<b># of Spaces</b>	<b>Space #'s</b>
Coralfin, LLC.	400	3	126, 127, 128
SFG Financial Svcs, Inc.	420	2	221, 222
WON Holdings, LLC.	430	2	219, 220
Garsh Investments, LLC.	500	3	154, 155, 156
Greenwich Title Svc.	510	1	139
Hanzman & Criden	515	2	132, 133
CRN Enterprises (NCB)	520	3	151, 152, 153
Greenwebson, LLC.	525	2	134, 135
Alaron Trading	530	1	138
Alaron Trading	535	2	166, 167
Gateway Realty	540	1	140
Skipper Joe's	545	3	129, 130, 131
GB 57, LLC.	560	4	162, 163, 164, 165
GFS Corp.	565	2	136, 137
Blue Group Media	570	3	159, 160, 161