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

Prepared by and when recorded return to:
 THIS INSTRUMENT PREPARED BY:
 Harold B. Klite Truppman, P.A.
 201 West Flagler Street
 Miami, Florida 33130

**CERTIFICATE OF AMENDMENT TO RULES AND REGULATIONS OF
 KENDALLWOOD VILLAS**

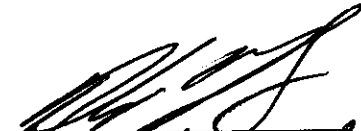
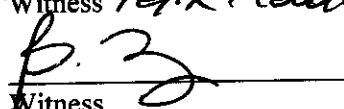
WHEREAS, the Declaration of Condominium of Kendallwood Villas, A Condominium was duly recorded in Official Records Book 10677, at Page 376 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, Kendallwood Villas Condominium Association, Inc. (hereinafter "Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, a duly called and convened meeting of the board of directors of the Association held on September 30, 2004, the amendment to the Rules and Regulations as set out in the attachment hereto and incorporated herein was duly approved by a unanimous vote of all the board of directors (i.e., 100%), as required by the Declaration of Condominium.

NOW THEREFORE, the undersigned hereby certifies that the amendment to the Rules and Regulations as set out in the attachment hereto and incorporated herein is a true copy of the amendment as approved by the unanimous vote of the board of directors as permitted by the Declaration of Condominium.

WITNESS my signature hereto this 30 day of September, 2004 at Miami, Florida.


 Witness Felix Mendez

 Witness BECKY MARTINEZ

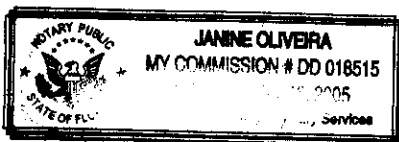
KENDALLWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

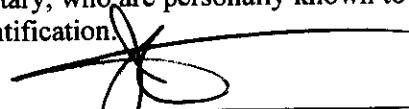
By: 
 Debra MacGregor, President

ATTEST  (Seal)
 Secretary

STATE OF FLORIDA :
 : ss
 COUNTY OF MIAMI-DADE :

The foregoing instrument was acknowledged before me this 30 day of September, 2004 by Debra MacGregor as President of Kendallwood Villas Condominium Association, Inc. and attested to by Felix Mendez as Secretary, who are personally known to me or who has produced Drivers License as identification.




 NOTARY PUBLIC
JANINE OLIVEIRA
 Printed Name

6

KendallWood Villas Condominium Association, Inc.

RULES AND REGULATIONS

AS AMENDED AND RESTATED, EFFECTIVE September 20, 2004

The Board of Directors of Kendallwood Villas Condominium Association has established these Rules and Regulations to apply to all residents of the community, whether they are Owners, Renters, Guests or Visitors. The purpose of the Rules and Regulations is to enhance and protect investments of property, to create a "Spirit of Community", and is for the safety, care and cleanliness of the property as well as the preservation of a standard, which benefits all residents. Hereinafter, all reference to OWNER shall apply to resident or non-resident owners; all reference to RENTER shall infer a resident by virtue of a lease agreement with an owner; and a RESIDENT is anyone living in the community. It is the responsibility of every resident to adhere to, comply with, and enforce these Rules and Regulations. Failure to do so may result in monetary fines against the unit owner, pursuant to Article XIII of the Association By-Laws. It is incumbent upon residents to notify the Manager or any member of the Board of Directors, of any violations to the Rules and Regulations, so that remedial action can be taken. To assist in these endeavors, the Association maintains a notice board; posted in the window at the clubhouse, which displays contact information in an emergency or during business hours.

I-SALES AND/OR LEASES

The conditions for any sales and/or leases of any unit shall be in accordance with the Association Documents. The Board of Directors must approve each proposed resident before occupancy of any unit can take place. Before such approval can be granted, every applicant must submit a completed and signed application for occupancy, specifying the name of each proposed resident; must submit a completed and signed sales and/or lease agreement, specifying the name of each proposed occupant and must pay the required non-refundable application fee. All leases must be for a period of a minimum one-year, since weekly, monthly or seasonal leases are prohibited. An owner may lease a portion of his unit only while maintaining residency therein, subject to the same conditions as if it were a lease for the entire unit; renters are prohibited from any such leasing. Every resident must complete and submit to the Association a residency and vehicle registration report.

II-FEES AND CHARGES

Association maintenance fees are due and payable on the first day of each and every month. A late charge will be assessed when payments have not been received by the tenth day of the month. All accounts, which are delinquent for thirty days, may be referred to the Association Attorneys for collection; failure to make the necessary payment, including Attorney fees will cause a Claim of Lien to be filed against the unit. The above conditions shall also apply to any Special Assessments, which may, from time to time, be levied against any unit. Failure to respond to a Notice of Violation will result in a fine levied against any unit. Each recurrence of any violation, or each day during which such violation continues, shall be deemed as a separate offense, subject to a separate fine, the amount, which shall be determined by the Board of Directors.

III-DOMESTIC PETS

No dogs are permitted at Kendallwood Villas. A dog, which was in residence prior to January 1st, 1987, is permitted to remain; upon its death or removal, any replacement is prohibited. A dog in residence must be on a leash, attended by an adult, at all times when outside their residence; no dog, whether on a leash or carried, is to be taken to or kept at the pool/patio area, the barbeque area or the club house. Residents may have a domestic pet, limited to cats or

birds; the feeding of such pets is prohibited in common areas such as walkways, stairways, corridors, lobbies and laundry rooms. A resident who owns a pet will be held responsible for any personal injuries or property damage caused by their pet. A resident who owns a pet which creates a disturbance or an annoyance to other residents by barking, howling, meowing, whimpering, chirping, squawking or other, shall upon notice given, cause such disturbance to be discontinued immediately. Failure to correct such disturbance will result in the necessity of having the pet removed from the property. Every pet owner shall be responsible for cleaning up any body elimination from his or her pet. Any guest or visitor accompanied by a pet shall be subject to the same conditions regarding their pets as do the residents.

IV-RECREATIONAL FACILITIES

The recreational facilities, including but not limited to the pool, patio, barbeque and clubhouse are for the exclusive use of residents and their guests. Persons using the facilities do so at their own risk and liability. The Association reserves the right to request verification of residency from anyone using the facilities. Any person who habitually or regularly uses the recreational facilities as a guest, will be denied the use thereof in the absence of the resident.

The general rules and hours of use for the pool, patio, and barbeque are posted in the patio area. Entrance into the pool is prohibited before showering. Guest use is limited to two persons at any one time. Guests are permitted to use the pool only when accompanied by a resident. Children must be accompanied by an adult at all times. Infants must wear rubber or plastic pants under their pool attire. No hard objects are permitted in the pool; no glass or glass objects or other breakable material is allowed at the pool/patio area. Lounges, tables and benches are provided, and must remain in the pool/patio area. The use of portable radios or televisions is permitted; however, earpieces or headsets must be used in order to avoid any noise disturbances. The barbeque area is provided by the Association for residents use; anyone using this facility is required to leave the area and the equipment in a neat and clean condition. Residents and their guests will conduct themselves in a quiet and dignified manner at all times; residents will be held liable for careless damages.

The general rules and hours of use for the clubhouse are posted on the notice board in the clubhouse. Residents wishing to avail themselves of this facility must register and pay a security deposit for a door key. Every resident using the facility must sign-in on the daily register, noting date, time of entry and exit. Guests and visitors are permitted to use the clubhouse only when accompanied by a resident; children must be accompanied by an adult at all times. Any person entering the clubhouse must be properly attired in shirts or blouses, slacks or shorts and must wear shoes or sandals; wet bathing suits are prohibited in the clubhouse. Residents and their guests will conduct themselves in a quiet and dignified manner at all times; residents will be held responsible for any careless damages and may lose their privileges; anyone admitting unauthorized persons into the clubhouse will automatically lose their privileges. Residents may lease the clubhouse for private parties or meetings other than politically inclined; those interested in details are asked to contact the Manager. Clubhouse facilities will not be available to anyone during Association functions or during private parties. The Board of Directors reserves the right to keep the clubhouse closed for just cause.

V- PARKING AND PARKING LOTS

The Documents of the Association specify that one parking space shall be allocated to each unit, located within the perimeter of Kendallwood Villas and that such spaces shall constitute limited common elements for the units to which they shall have been assigned.

Only one vehicle is permitted in each parking space. All vehicles owned or leased by all Unit Owners (or their tenant(s)) shall be registered with Kendallwood Villas Condominium Association, Inc. and shall have a non-transferable vehicle identification decal affixed to the left rear of the subject registered vehicle. Subject to other provisions of this rule, said vehicle

identification decals are not transferable to other vehicles; should a Unit Owner (or his/her/their tenant) obtain a new and/or replacement vehicle then the prior decal is invalid and said new/replacement vehicle shall be registered with Kendallwood Villas Condominium Association, Inc. and a new vehicle identification decal affixed to the left rear of the subject registered vehicle. In order for a vehicle identification decal to be deemed valid it shall match the make, model and tag for which such vehicle was registered. All tenants of any Unit Owner shall be (1) authorized and approved by Kendallwood Villas Condominium Association, Inc., (2) provide a true, correct and complete copy of their current lease, affidavit of residence and sealed police department background report, and (3) otherwise be in compliance with the Declaration of Condominium and Rules and Regulations, in order to obtain a vehicle identification decal and be permitted to park in a parking space and/or anywhere on Association property. Every vehicle shall be parked nose-in, in order to maintain uniformity and to be easily identified. Parking is strictly prohibited on any designated traffic lane, on any grassed area, in spaces reserved for and denoted as emergency, in the wash area or in any noted no parking zone. A Unit Owner may temporarily assign his/her allocated parking space only if he/she has no other vehicle on the property at any time and has an undue hardship such as a disability that prevents him/her from driving or a proven hardship, as determined at the sole discretion of the Board of Directors that would otherwise prevent him/her from driving or parking their own vehicle in their assigned space and has received the prior written approval from Kendallwood Villas Condominium Association, Inc. Upon such instance as a Unit Owner shall be provided a temporary decal for this reason, which is terminable by Kendallwood Villas Condominium Association, Inc. at any time upon five (5) days notice, the vehicle temporarily occupying said Unit Owner's space shall place the temporarily assigned identification decal in the back left window of such vehicle while parked in the assigned parking space. Upon the departure of said vehicle, the Unit Owner shall retain same temporary decal for continued use and until such time as the Board of Directors deems necessary to replace the temporary decal or terminate use. Unit Owners (or their tenant(s)) who own more than one vehicle may use a guest parking space for their second vehicle, it being understood that both vehicles shall be registered and shall have identification decals affixed to them. No more than two vehicles, per Unit, shall be permitted to park anywhere on the parking lots and/or on Association property and, therefore no more than two vehicle identification decals shall be issued per Unit; this limitation is effective even if there is more than one Unit Owner per Unit (i.e., multiple individuals/entities on the title). Vehicle identification decals will not be issued to visitors. Visitors must park in guest provided spaces which are not assigned to any unit. All vehicle identification decals assigned to a Unit Owner (or their tenant(s)) become null and void upon the sale, transfer, or new leasing of the Unit; such new Unit Owners or tenants shall comply with this rule to obtain a vehicle identification decal. Only passenger cars, passenger trucks or vans may park in allocated or guest parking spaces; commercial vans and/or trucks are prohibited from overnight parking anywhere on the property; motor homes, boat trailers and motorcycles are to be parked in specifically designated areas only, with prior written approval having been given by Kendallwood Villas Condominium Association, Inc. Unit Owners (or their tenant(s)) are prohibited from using any parking space for vehicle storage. Any vehicle stored (not moved) for a period of more than 20 days, or if any vehicle is damaged and inoperable, or if any vehicle has expired license tags then said vehicle shall be deemed to be abandoned and be in violation, and subject to removal/towing from the Association property. Any violation of the rules and regulations which apply to parking or the parking lot will so be noted by notice placed on the vehicle; failure to respond to the violation or correct the violation, will cause the vehicle to be removed from the property at the owner's risk and expense. Car washing is prohibited anywhere on the property except in the area designated at the east side club house; car repairs and vehicle maintenance activities are prohibited anywhere on the property. Kendallwood Villas Condominium Association, Inc. denies any responsibility for any loss or loss of personal property with respect to any vehicle parking within any parking lot.

VI-APPEARANCE AND GENERAL RULES

Notice of interest to residents will be posted on the bulletin boards located in the lobby of each building and in the clubhouse. It is forbidden for any resident or others to place any notice

on these boards; notices which are for the solicitation of any product or service, from any agency whatsoever, or which advertise the sale or lease of any real estate, or which are not related to Association activities are strictly forbidden.

The use of barbeque grills on balconies or terraces is strictly forbidden, in accordance with Fire Prevention Code.

Laundry facilities are available in each building; it is prohibited to use the laundry facilities between the hours of 11:00 P.M. and 7:00 A.M. daily. The use of dyes in any washing machine is not permitted. Laundry rooms are to be kept neat and clean; lint filters are to be emptied after every use, into the trash containers provided. When leaving the laundry rooms, lights are to be turned off. The installation, operation, maintenance or use of personal clothes washers or clothes dryers are not permitted inside any individual units.

Loitering or children playing in any common areas, walkways, stairways, lobbies or the parking lots is strictly forbidden. There shall be no bicycle riding, skating or skateboarding on any walkway or parking lot; bicycles may be used only as a conveyance to enter or exit the property. Corridors, walkways, stairways and lobbies shall not be obstructed or used for any purpose other than entering or leaving the units; the use of walkways, balconies or terraces for any type of storage is forbidden. Items such as laundry, towels, brooms, mops, buckets, boxes, carpeting, swimming attire, bicycles, and discarded items, etc. may not be hung, draped, leaned against railings and walls, or placed on balconies and terraces.

No resident, his family, guests or visitors shall make any disturbing noise in the buildings or permit anything to be done which will interfere with the rights, comforts or convenience of others; musical instruments, radios, stereos or television sets shall be kept at such volume so as not to disturb neighbors. No resident, his family, guests or visitors shall throw out, eject or empty anything whatsoever from windows, doors, terraces, walkways or balconies; this is to include any water as a result of plant watering. Plants, trees and other foliage, in self-contained water retaining pots are permitted on terrace or balcony floors; it is also permitted to hang such containers from terrace or balcony overhangs with the understanding that any personal injury or property damage caused as a result of such hanging, shall be the responsibility of the resident and/or unit owner.

All trash and garbage is to be securely wrapped and placed in the garbage containers conveniently located throughout the property. Trash baskets located in all lobbies are to be used strictly for paper products only, and not for household garbage. Fines will be imposed for anyone found dumping unauthorized items such as furniture, appliances, doors, mattresses, water heaters, toilets, etc. at rear, or around garbage dumpsters and recycle bins. Those fines will be determined by the Board of Directors in accordance with state laws set forth, which shall not exceed \$100.00 per day per incident, \$1,000.00 in aggregate.

The installation of any exterior shades, storm shutters, awnings, window guards, radio and or television antennae in or about, or adjacent to any unit are prohibited. Hurricane shutters may be installed only in accordance with the specifications prepared by the Board of Directors and screen doors may be installed at unit entrance only with approval by the Board of Directors. The application of paint or other wall coverings, or the installation of screening or similar enclosures to any balcony or terrace is forbidden. It is forbidden to install or use any signs, notices, signal advertisements or any illumination at any window, door or other parts of the buildings; window coverings and treatments must be installed within (14) fourteen days from date of occupancy. It is prohibited to display any signs whatsoever from any vehicle in the parking lot.

The use or storage of any inflammable materials such as gasoline, kerosene, naphtha, or other explosives in any unit, common area or parking lot is strictly forbidden; similarly, the use or storage of any material, which is hazardous to life, limb and property, is forbidden. Water must not be left running for any unreasonable or unnecessary length of time in any unit, laundry room

or at the car wash; water operated apparatus shall not be used for any other purpose than that for which it has been provided. No rags, rubbish, sweepings, paper or other substances shall be thrown or discarded therein; any damage resulting from such misuse of any nature or character shall be assessed and paid for by the unit owner.

The Board of Directors must approve, in writing, any alterations, renovations, or addition to any unit, before such activity commences; approval must also be obtained for the replacement except for normal maintenance, of air conditioners, electrical or plumbing equipment and any appurtenances to doors or windows.

Immoral, improper, offensive and unlawful behavior is strictly forbidden within Kendallwood Villas, whether it is in any unit common area or the clubhouse; all laws, zoning ordinances and regulations of any governmental authority must be faithfully observed.

VII – Satellite dishes

No satellite dishes of any kind shall be placed or installed on the roof areas or attached to any roofs of any buildings on the property. No satellite dishes shall be installed or attached to any wall of any building on the property. Satellite dishes shall not be installed or attached to any railings which are part of the walkways around the property. Subject to prior written approval by the board of directors, satellite dishes may be installed or attached to railings on balcony area of the related individual unit subject to same not causing damage to the railings and being securely installed. Subject to prior written approval by the board of directors, satellite dishes may be installed or attached to the interior side of wood fences in specified areas, however, never on the exterior of the fence. Satellite dishes may also be placed on tripods in balconies or within fenced areas which pertain to the unit. Notwithstanding the foregoing, each individual unit owner and/or resident shall be in compliance with all local, state or federal laws, are responsible for the proper installation, repair and maintenance of such satellite dishes and same shall not interfere with any other unit owner or resident's property. Such unit owner or resident are responsible for any liability associated with such installation, repair and/or maintenance. The Association assumes no responsibility for the installation repair, maintenance or security for the theft of any satellite dishes.