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FOURTH AMENDMENT TO THE

DECLARATION OF CONDOMINIUM

OF

KENDALLWOOD VILLAS, A CONDOMINIUM

The Declaration of Condominium of KENDALLWOOD VILLAS, A CONDOMINIUM, recorded February 26, 1980, in Official Records Book 10677 at Page 376, Public Records of Dade County, Florida, as previously amended, is hereby further amended as follows:

Article II, paragraph 14 "Limited Common Elements" shall be amended so that there shall be added the following sentence:

"The Limited Common Elements include the fenced-in areas of first floor units, if applicable, and the terrace, patio, or balcony to which each Unit has exclusive access."

Article IV, paragraph 3 "LIMITED COMMON ELEMENTS" shall be amended to read as follows:

"Each Unit shall have, as a Limited Common Element appurtenant thereto the fenced-in areas of first floor units, if applicable, and the patio, balcony or terrace to which such Unit has direct and exclusive access."

Article IX, "MAINTENANCE AND REPAIRS," paragraph 1, <u>Units</u>, shall be amended so that same shall read as follows:

"1. UNITS: All maintenance, repairs and replacements in or to any Unit, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, Limited Common Elements comprising fenced-in areas of first floor units interior area, if applicable, balconies, patios and/or terraces, where applicable, the interior side of the entrance door and all other doors within or affording access to a Unit, fence gates, and the electrical, plumbing, heating and air conditioning fixtures and outlets, if any, within the Unit or belonging to the Unit Owner, shall be performed by the Owner of such Unit at Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. It is understood and agreed that the Association will be responsible for maintenance of existing shrubbery and any existing trees within the fenced-in areas of first floor units, if applicable."

Article IX, "MAINTENANCE and REPAIRS," paragraph 2, Common Elements, shall be amended so that same shall read as follows:

This instrument was prepared by: MARWIN S. CAUSEL, Esq. 100 N. Biscayne Boulevard Mianil, Forida 33132

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"2. COMMON ELEMENTS. Except to the extent (a) expressly provided to the contrary herein, or (b) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (including the Limited Common Elements, the fencing [exclusive of gates servicing a Unit's patio/terrace and the patio/terrace itself] and the parking areas) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owner(s) in which case such cost and expense shall be paid solely by such Unit Owner(s).

The foregoing constitute the full Fourth Amendment to the Declaration of Condominium of KENDALLWOOD VILLAS, A CONDOMINIUM, and is made by the Developer pursuant to the provisions of the Condominium Act and Article VII of the Declaration. The Developer is of the reasonable opinion that the foregoing does not materially adversely affect substantial property rights of present Unit Owners.

IN WITNESS WHEREOF, the Developer has caused this Fourth Amendment to Delcaration of Condominium to be executed and the corporate seal of the General Partner to be affixed as of this 30th day of <u>September</u>, 1980.

WITNESSES:	KENDALLWOOD VILLAS, LTD., a
	California Limited Partnership authorized to do business in the State of Florida: By KENDALLWOOD VILLAS ASSOCIATES IN
- Mayor & Mayoran	
	(CORPORATE SEAL)

REFORMED THE SET SECURE BOOF DECEMBER SECURE RICHARD P. BRINETR. STATE OF FLORIDA ) CHEK Winds of mil SS. COUNTY OF DADE

The foregoing was acknowledged before me by ALBERT D. METZNER, as President of KENDALLWOOD VILLAS ASSOCIATES, INC., General Partner of KENDALLWOOD VILLAS, LTD., a California Limited Partnership, authorized to do business in the State of Florida, this  $30 \, \text{th}$  day of September , 1980, and he acknowledged to me that he executed the foregoing instrument as the act of said corporate General Partner and that the seal affixed to said instrument is the corporate seal of said corporate General Partner pursuant to the direction of the Board of Directors thereof. (Sec. : Colling

My Commission Expires:

June 17, 1983

Notary Public, State of Florida

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