

OFF REC 12877 PG 3277

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM AND BY-LAWS OF KENDALLWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

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 Dade County, Florida; and

WHEREAS, the By-Laws for Kendallwood Villas Condominium Association, Inc., were attached as an exhibit to the above referenced Declaration of Condominium; and

WHEREAS, at duly called and convened meetings of the Board of Directors of the Association held on March 1, 1986, and November 15, 1987, the Board approved the Amendments attached hereto as Exhibit "A" by unanimous vote of the full Board in accordance with the requirements of the applicable condominium documents; and

NOW, THEREFORE, the undersigned officers hereby certify that the Amendments set forth in Exhibit "A" are a true copy of the Amendments to the Declaration of Condominium and By-Laws as approved by the Board of Directors.

WITNESS our signatures hereto this 28 day of APRIL, 19 86

KENDALLWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

Attest: Maryon Goodell Secretary

By: James P. Ebaugh President (SEAL)

STATE OF FLORIDA : COUNTY OF DADE : SS

The foregoing Certificate was acknowledged before me by James P. Ebaugh as President and Maryon Goodell as Secretary of Kendallwood Villas Condominium Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation.

WITNESS my hand and seal this 28 day of April, 19 86

Myra A. B... Notary Public, State of Florida (SEAL)

My Commission Expires: MAY 1986

This Instrument Prepared by: ANTHONY A. KALLICHE SIKER, POLIAKOFF & STREITFELD, P.A. DADELAND TOWERS 2000 S. DADELAND BLVD., SUITE 408 MIAMI FLORIDA 33156

AMENDMENTS TO
DECLARATION OF CONDOMINIUM
OF
KENDALLWOOD VILLAS, CONDOMINIUM
AND BY-LAWS OF
KENDALLWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

(Additions shown by underlining; deletions by "-----")

A. AMENDMENTS TO DECLARATION OF CONDOMINIUM

1. Amendment to Sections 2, 5 and 7 of Article XII of the Declaration of Condominium as follows:

2. DEFAULT IN PAYMENT OF ASSESSMENTS FOR COMMON EXPENSES. Assessments or fees and installments thereof not paid within ten (10) days from the date when they are due shall bear ~~interest at the rate of ten (10%) percent~~ maximum rate allowed by law per annum from the due date until paid. The Association may also charge a late charge of Fifteen (\$15.00) Dollars for any assessment or installment thereof which is not paid within thirty (30) days of the due date. The Association has a lien on each Condominium Parcel for any unpaid Assessments and/or fees as to same, with interest, late charges and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment and/or fees or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of Dade County, stating the description of the Condominium Parcel, the name of the record owner, the amount due and the due dates. The lien is in effect until all sums secured by it have been fully paid or until barred by law. ~~The claim of lien shall include only Assessments and/or fees which are due when the claim is recorded.~~ A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose the lien for unpaid Assessments and/or fees in the manner of a mortgage foreclosure of real property and may also bring an action to recover a money judgment for the unpaid Assessments and/or fees without waiving any claim of lien.

5. INSTITUTIONAL FIRST MORTGAGEE. In the event ~~an institutional~~ a first Mortgagee of record shall obtain title to the Unit as a result of foreclosure of its mortgage, or as a result of a deed given in lieu of foreclosure, such ~~Institutional~~ first Mortgagee, its successors and assigns, shall not be liable for the share of Common Expenses or assessments, fees or other charges imposed by the Association pertaining to such Unit or chargeable to the former Unit Owner of such Unit which became due prior to its acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu, unless such share is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses, Assessments, fees or other charges shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such ~~institutional~~ first Mortgagee, and such acquirer's successors and assigns.

7. POSSESSION OF UNIT. No person who acquires an interest in a Unit, ~~except an institutional~~ a first Mortgagee of record through foreclosure of its mortgage (or deed in lieu thereof), including, without limitation, persons acquiring title by operation of law, shall be entitled to occupancy or use of the Unit or enjoyment of the Common elements until such time as all unpaid Assessments, fees and other charges due and owing by the former Unit Owner relating to that Unit if any, have been paid.

B. AMENDMENTS TO BY-LAWS.

1. Amendment to Article IV, Section 1 of the By-Laws as follows:

Section 1. There shall be ~~nine-(9)~~ seven (7) directors of the Association who shall be elected annually at the annual meeting of the Members.

2. Amendment to Article II, Section 4(n) of the By-Laws as follows:

(n) Levying fines against the Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of the Unit Owners: as set forth in Article XII of the By-Laws.

3. Amendment to the By-Laws to add Article XIII as follows:

A. Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or the owner's guests, relatives or lessees, in the manner provided herein, and such fines shall be collectible as allowed by law.

B. The Board of Directors shall appoint the Manager or a Covenant Enforcement Committee who or which shall be charged with determining where there is probable cause that any of the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, these By-Laws or the Rules and Regulations of the Association, are being or have been violated. In the event that the Covenants Enforcement Committee or the Manager determine an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, or the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within fourteen (14) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed fifty (\$50.00) dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation. The right to terminate further enforcement shall apply only to the first violation.

C. If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges, including any witnesses that the alleged violator, the unit owner, or the Association may produce. Any party at the hearing may be represented by counsel.

D. Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

- E. A fine pursuant to this section shall be assessed against the unit which the violator occupied at the time of the violation, whether or not the violator is an owner of the unit, and shall be collectible in the same manner as allowed by law. Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his unit, payment in the amount of any fine or fines levied against that unit.
- F. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association's documents, including but not limited to legal action for damages or injunctive relief.

RECORDED IN OFFICIAL RECORDS ROOM
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
RICHARD P. BRINKER
CLERK CIRCUIT COURT