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Prepared by:  
THIS INSTRUMENT PREPARED BY:  
Harold B. Klite Trupman, P.A.  
201 West Flagler Street  
Miami, Florida 33130

When recorded return to:  
THIS INSTRUMENT PREPARED BY:  
Harold B. Klite Trupman, Esq.  
201 West Flagler Street  
Miami, Florida 33130

02R636436 2002 OCT 15 09:40

**CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM 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 October 2, 2002, the amendment to the Declaration of Condominium as set out in Exhibit "A" attached hereto and incorporated herein was duly approved by a unanimous vote of all the board of directors, as required by the Declaration of Condominium.

NOW THEREFORE, the undersigned hereby certifies that the amendment to the Declaration of Condominium as set out in Exhibit "A" attached 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 07 day of October, 2002 at Miami, Florida.

KENDALLWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

*[Signature]*  
Witness: ARISTEEL MADDIK

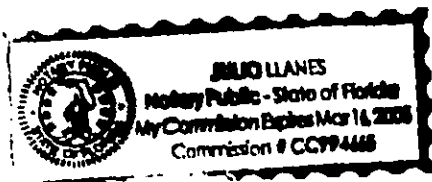
By: *[Signature]*  
Debra MacGregor, President

*[Signature]*  
Witness: Liska Garcia

ATTEST: *[Signature]* (Seal)  
Jerome Llano, Vice President and Secretary

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

The foregoing instrument was acknowledged before me this 07 day of October, 2002 by Debra MacGregor as President of Kendallwood Villas Condominium Association, Inc. and attested to by Jerome Llano as Secretary, who are personally known to me or who has produced Fla. Div. License as identification.



NOTARY PUBLIC

Printed Name

*Julio Llanes*

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Exhibit 'A'

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AMENDMENT TO  
XIV.  
SALE, LEASE OR MORTGAGE OF UNITS

1. The prior Article XIV of the Declaration of Condominium is hereby of no further force and effect and shall be amended and supplanted in its entirety by this amendment.

2. Should a record owner of a unit wish to sell and/or transfer his/her/their/its Condominium Parcel then the Unit Owner shall deliver, to the Board of Directors of the Association, a written notice of the Unit Owner's intent to sell which notice shall contain the terms the Unit Owner is prepared to accept, and the names, address, and pertinent information of and about the prospective purchaser, in the form and manner as may be prescribed by the Board of Directors from time to time. The Board of Directors, within fifteen (15) days after receiving such notice, shall either (a) consent to the sale specified in said notice; or (b) by the written notice to be delivered to the Unit Owner, designate that the Association, one or more Unit Owners, or any other person or persons satisfactory to the Board of Directors is willing to purchase the Unit and that designee shall be permitted to purchase same upon the same terms as those specified in the Unit Owner's notice. There-upon, the Unit Owner shall either accept such offer of the Board of Directors or withdraw and/or reject the offer specified in such Unit Owner's notice to the Board of Directors. Upon receipt of written advice from the Board of Directors that the Board of Directors has received the written acceptance of the Unit Owner, the stated designee shall thence close under the terms and conditions of the contract previously accepted by the selling Owner of a Unit. Failure of the Board of Directors to designate such person or persons or itself within said fifteen-day period, or failure of such designee to close the purchase within the period called for under the submitted contract, shall be deemed consent by the Board of Directors to the transaction specified in the Notice of the Owner of a Unit, and the Unit Owner shall be free to make the contract or accept the offer specified in the Unit Owner's notice, and may sell the Unit pursuant thereto to the prospective purchaser named therein.

3. In the case of a sale of a Unit under paragraph 2 above, the Board of Directors shall give to the Unit Owner an instrument in recordable form showing the consent of the Board of Directors of the Association to the transfer of ownership in the Unit. The Unit Owner shall have no right to sell his Condominium Parcel, except as expressly provided for in paragraph 2 above.

4. No record owner or owners of units of Kendallwood Villas Condominium Association, Inc., who acquire title after the effective date of this amendment, shall rent or lease (or like conveyance) their unit at any time. No record owner or owners of units of Kendallwood Villas Condominium Association, Inc., who acquired title before the effective date of this amendment and who were not renting or leasing their unit before the effective date of this amendment shall rent or lease (or like conveyance) their unit at any time. If a record owner or owners of units of Kendallwood Villas Condominium Association, Inc. acquired title before the effective date of this amendment and was renting or leasing their unit before the effective date of this amendment, then upon a change in the ownership of such unit, including but not limited to a change of control as defined herein, the record owner or owners shall not rent or lease (or like conveyance) their unit at any time. It is the intent that the owner of each unit at Kendallwood Villas Condominium Association, Inc. shall occupy and use such unit as a private dwelling and for no other purpose including business

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purposes. Therefore, the leasing of units to others as a regular practice for business, speculative, investment or other similar purposes is not permitted. Should a record owner or owners of units of Kendallwood Villas Condominium Association, Inc. be a corporation, limited liability company, partnership, trust or other like entity, then upon a change of control of such entity said owner shall be deemed to have acquired title after the effective date of this amendment and shall not rent or lease (or like conveyance) their unit at any time. Change of control shall be defined as any sale, transfer, assignment of any interest, share, stock, unit or like beneficial interest in such entity, whether voluntary, involuntary, by inheritance or legal process.

5. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to an owner to lease the subject unit to a specified lessee for a period of not less than four consecutive months nor more than twelve consecutive months. Institutional mortgagees acquiring title through mortgage foreclosure proceedings shall be deemed a special situation. In order to be valid, such permission by the Board of Directors must be in writing. Moreover, if the Association finds during the term of any such lease that the lessee has violated the rules and regulations of the Association or the terms and provisions of the Declaration of Condominium of Kendallwood Villas Condominium Association, Inc. or other documents governing Kendallwood Villas Condominium Association, Inc., or that the lessee has otherwise been the cause of a nuisance or annoyance to the residents of Kendallwood Villas Condominium Association, Inc., then the Association may so notify such lessor of its disapproval of such lessee in writing and such lessor shall be precluded from extending any lease to said lessee without the written approval of the Association.

6. Any attempt to sell, transfer, rent, sublease or lease a unit without compliance with the provision of this Article shall be deemed a breach of the Declaration, shall be null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee. The subleasing of a Unit shall be subject to the same limitations as are applicable to the leasing thereof. No individual rooms shall be rented and no transient tenants shall be accommodated in a Unit. The liability of the Unit Owner under this Declaration shall continue notwithstanding the fact that the Unit Owner may have rented, subleased or leased a unit leased the Unit as provided herein. Every purchaser or lessee shall take title, subject to the Declaration of Condominium and all amendments and all Exhibits thereto as well as the provisions of the Condominium Act.

7. Any attempt to sell or lease a Unit without compliance with the provisions of this Article shall be deemed a breach of this Declaration, shall be null and voided and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

8. No Unit Owner may mortgage his/her/their Unit or any interest therein other than to an Institutional Lender as hereinbefore defined, without the approval of the Association as determined by the Board of Directors and which approval may be arbitrarily withheld; provided, however, that this paragraph shall not apply to the Association in accepting a purchase money mortgage as a part of the purchase price of a Unit, nor to Unit Owner accepting a purchase money mortgage from an approved purchaser. The Association may charge any Unit Owner a fee for the processing of any application for sale or lease provided under this section of the Declaration of Condominium as may be permitted under the applicable statutes of the State of Florida.

9. No judicial sale of a Unit shall be valid unless:

- (a) The sale is to a purchaser approved by the Association as herein above provided;
- or
- (b) The sale is a result of a public sale with open bidding.

10. This Article shall not apply to the transfer by a Unit Owner to any member of his/her/their immediate family (spouse, children or parent).

11. Any Institutional Mortgagee upon becoming the owner of a Unit through whatever means, shall have the unqualified right to sell or mortgage said Unit including the fee ownership thereof, without Notice to the Board of Directors required under paragraph 1 above and without complying with any other paragraph of this Article provided:

- (a) Any Purchaser shall take subject to the terms of this Declaration of Condominium;
- (b) That in all other respects, the provisions of the Condominium Act shall be applicable thereto;
- (c) That nothing herein contained shall be deemed to allow or cause a severance from the Unit of the share of the Common Elements or other appurtenances of said Unit.

12. All provisions of a mortgage in favor of an Institutional Mortgagee shall take precedence over the provisions of this Declaration, particularly as to the right to receive insurance proceeds and the right to approve of companies on which insurance is written, as well as the Condominium Act requirements concerning the non-effect of prior Assessments in the event of foreclosure by any Institutional Mortgagee.

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
RECORD VERIFIED  
HARVEY RUVIN  
CLERK CIRCUIT COURT