



**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
KENDALL GROVE HOMEOWNERS' ASSOCIATION, INC.
F.K.A. LAS AMERICAS AT KENDALL HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDMENT is executed this 12th day of July, 2006, by **KENDALL GROVE HOMEOWNERS' ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "Association").

RECITALS

WHEREAS, the Association has been established for the operation of the Kendall Grove Homeowners' Association, in accordance with the Declaration of Covenants, Conditions and Restrictions and related documents which were recorded on December 15, 1989, in Official Records Book 14361, Page 1339, of the Public Records of Miami-Dade County, Florida; and

WHEREAS, pursuant to Article XIII of the By-Laws, amendments to add a new Article XV and Article XVI to the By-Laws, were approved by a majority of a quorum of members present, in person or by proxy, at a Special Meeting of the Members held on the 12th day of July, 2006;

NOW THEREFORE, the Association does hereby state as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. New language is indicated by underscored type.
3. Amendment to the Declaration to add a new Article XV entitled "LEASING AND OCCUPANCY RESTRICTIONS"

**ARTICLE XV
LEASING AND OCCUPANCY RESTRICTIONS**

No Owner may lease his/her residence without first obtaining the approval of the Board of Directors (hereinafter referred to as "the Board") as hereinafter provided:

1. Notice to Association.

(a) Leases. An Owner intending to lease or permit the occupancy of his/her residence by someone other than Owner shall submit to the Board a notice of his/her intention together with the name(s) and address(es) of the proposed lessee(s) or occupant(s) and such other information concerning the proposed lessee(s) or occupant(s) as the Board may reasonably require including but not limited to a copy of the proposed lease and a completed application form to be signed by the Owner and the proposed lessee or occupant. The application may be obtained from either the Board or the Association's management firm. Within thirty (30) days after the Board has received notice of the Owner's intention to lease or permit the occupancy of his/her residence and all information pertaining to the proposed transfer, the Board shall either approve or disapprove the lessee or occupant. The Board shall have the absolute right to disapprove a proposed lease or occupancy if: (1) approval of the proposed lessee or occupant violates any provision of the Homeowners' Agreement and Declaration of Covenants, Conditions, and Restrictions, the Association's By-Laws, and Articles of Incorporation and Rules and Regulations (hereinafter referred to as "the Governing Documents"); (2) the Owner has failed to pay assessments to the Association; (3) the Owner, proposed lessee or occupant makes any material misrepresentation on any documents or information requested by the Board; (4) the

Owner, proposed lessee or occupant fails to submit a completed application form; (5) the Owner fails to submit the transfer/screening fee discussed below; (6) the owner, proposed lessee or occupant fails to submit the security deposit discussed below; (7) the proposed lessee or occupant is a convicted felon whose civil rights have not yet been restored.

(b) Personal Interview by Board. In order to determine that the proposed lessee or occupant are familiar with the Governing Documents, the Board, at its option, shall have the right to require a personal interview with the proposed lessee or occupant.

(c) Transfer/Screening Fees. All applicants for lease or occupancy shall submit with the application for approval a non-refundable transfer/screening fee in the sum of One Hundred Dollars (\$100.00) per applicant or such other amount as amended from time to time by the Board.

(d) Security Deposit. Lessees may be required to place in escrow a security deposit in the sum of two hundred and fifty dollars (\$250.00). Such deposit may be increased by the Board from time to time but shall not exceed the highest fee permitted by law. The security deposit may be used by the Association to repair any damages to the Common Areas and Association property resulting from acts or omissions of lessees (as determined in the sole discretion of the Board). The Owner will be jointly and severally liable with the lessee to the Association for any amount in excess of such sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to Common Areas or Association property caused by the negligence of the lessee.

(e) Lease Terms. No portion of a residence, other than the entire residence, may be leased. No subleasing of residences shall be permitted. No lease shall be approved for a term of less than one (1) year. No residence may be leased more than once in any consecutive twelve (12) month period. Notwithstanding anything in the Governing Documents to the contrary, no residence may be leased by an Owner prior to the first two (2) years of ownership of the residence by such Owner. In all other instances, leasing shall be permitted in accordance with the other provisions of these By-Laws only upon the expiration of said initial two (2) years of ownership which for the purposes of this provision shall consist of twenty-four (24) consecutive months of record title ownership. Any Owner that owns a residence as of the effective date of this amendment and any institutional first mortgagee which holds a mortgage on a residence as of the effective date of the amendment shall be deemed to have satisfied the two (2) year ownership requirement. The Board shall have the sole discretion to waive this leasing restriction prior to the expiration of the two (2) year period in cases resulting in undue hardship to the owner. Such waiver shall not constitute a waiver of any rights against the Owner thereafter or against any other Owner.

(f) Percentage of Leased Residence. At no time may more than ten percent (10%) of the residences be occupied by lessees. Once the ten percent (10%) threshold has been reached, an Owner wishing to lease his/her residence will be placed on a waiting list, with the earliest dated request being given the first priority. If the number of leases in existence as of the date of adoption of this amendment exceeds the ten percent (10%) threshold, all such existing leases shall be permitted until a sufficient number of the current existing leases have expired or terminated thereby reducing the number of leased residence to no more than ten percent (10%) of the total number of residence.

(g) Lease Addendum. In connection with the leasing of residences, the Board shall have the right to require that Owners and their lessees execute a standard Lease Addendum as promulgated by the Board from time to time. In addition to other provisions which may be adopted by the Board, the standard Lease Addendum shall provide (or be automatically deemed to provide, absent an express statement) that the lessee is subject to the terms and conditions of the Governing Documents as all may be amended from time to time and any failure to comply with the terms of the Association's Governing Documents shall constitute a default under the lease.

(h) Eviction Rights. An Owner leasing his/her residence shall be deemed to irrevocably appoint the Association as his/her agent or attorney-in-fact in his/her place and stead to terminate the tenancy of any lessee who violates any of the terms of the Governing Documents or statutes of the State of Florida. The determination of whether a violation has occurred shall be within the sole discretion of the Board. The Owner shall be liable for all costs and reasonable attorney's fees incurred by the Association in connection with the termination of the lease or tenancy and the eviction of the lessee. This provision shall not obligate the Association to commence such proceeding and shall not relieve the Owner of his/her obligation to terminate the lease and evict the lessee for any violations of the law or the Governing Documents.

4. Amendment to the Declaration to add a new Article XVI entitled "SALES AND OCCUPANCY RESTRICTIONS".

ARTICLE XVI
SALES AND OCCUPANCY RESTRICTIONS

No Owner may sell or transfer any interest in and to his/her residence without first obtaining the approval of the Board of Directors (hereinafter referred to as "the Board") as hereinafter provided:

1. Notice to Association.

(a) Sales. An Owner intending to sell or transfer his/her residence or any interest therein shall submit to the Board a notice of his/her intention together with the name(s) and address(es) of the proposed purchaser(s) and such other information concerning the i) proposed sale; ii) proposed purchaser(s); or iii) proposed occupant(s) as the Board may reasonably require including but not limited to a copy of the proposed sales contract and a completed application form to be signed by the Owner and the proposed purchaser(s) of the residence. The application may be obtained from either the Board or the Association's management firm. Within thirty (30) days after the Board has received notice of the Owner's intention to sell or transfer his/her residence and all information pertaining to the proposed sale, the Board shall either approve or disapprove the sale or transfer. The Board shall have the absolute right to disapprove a proposed sale or transfer if: (1) approval of the proposed purchaser (which include all proposed occupants) would violate any provision of the Homeowners' Agreement and Declaration of Covenants, Conditions, and Restrictions, the Association's By-Laws, and Articles of Incorporation and Rules and Regulations (hereinafter referred to as "the Governing Documents"); (2) the Owner has failed to pay assessments to the Association; (3) the Owner or intended purchaser (including all proposed occupants) makes any material misrepresentation on any documents or information requested by the Board; (4) the Owner, or intended purchaser fails to submit a completed application form; (5) the Owner fails to submit the transfer/screening fee discussed below; (6) the person(s) seeking approval (which shall include all proposed occupants) has/have been convicted of a felony and has/have not had his/her civil rights restored.

(b) Personal Interview by Board. In order to determine that the proposed purchaser(s) or occupant(s) are familiar with the Governing Documents, the Board, at its option, shall have the right to require a personal interview with the proposed purchaser(s) and proposed occupants.

(c) Transfer/Screening Fees. All applicants for purchase or occupancy shall submit with the application for approval a non-refundable transfer/screening fee in the sum of One Hundred Dollars (\$100.00) per applicant or such other amount as amended from time to time by the Board.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment on the date and year first above written.

Witnesses:

Yaimet Milian
Print Name: Yaimet Milian

Alicia Amoros
Print Name: Alicia Amoros

Magie Aragon
Print Name: Magie Aragon

Yvonne Rossi
Print Name: YVONNE ROSSI

**KENDALL GROVE HOMEOWNERS' ASSOCIATION, INC.,
a Florida corporation not for profit**

BY: Rene Grimany
Rene Grimany, President

BY: Jose Berdasco
Jose Berdasco, Secretary

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

The foregoing Instrument was acknowledged before me this 1 day of August, 2006, by Rene Grimany, as President, and Jose Berdasco, as Secretary, of **KENDALL GROVE HOMEOWNERS' ASSOCIATION, INC.**, a Florida corporation, on behalf of the corporation. They are personally known to me and/or have produced Florida Driver's Licence Numbers _____ and _____ as identification.

Alina M. Oliva
Notary Public - State of Florida
Print Name: _____

My Commission Expires

This instrument prepared by:
Maria Victoria Arias, Esquire
SIEGFRIED, RIVERA, LERNER, DE LA TORRE & SOBEL, P.A.
201 Alhambra Circle, Suite 1102
Coral Gables, FL 33134
H:\LIBRARY\CASES\4707\2050887\RL9553.WPD



Alina M. Oliva
Commission # DD177005
Expires Jan. 12, 2007
Aaron Notary
1-800-350-5161