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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
CALUSA CLUB VILLAGE CONDOMINIUM D SOUTH ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT is executed this 8th day of January, 1996, by CALUSA CLUB VILLAGE CONDOMINIUM BLDG. D SOUTH ASSOCIATION, INC., ("Association") a Florida not-for-profit corporation.

RECITALS

WHEREAS, the Association has been established for the operation of Calusa Club Village Condominium Bldg. D South, a Condominium, in accordance with the Declaration of Condominium (the "Declaration") and related documents thereof recorded June 11, 1984, in Official Records Book 12173, Page 1027/1028, subsequent pages of the Public Records of Dade County, Florida;

WHEREAS, the Association wishes to amend Paragraphs A and C of Article XI of the Declaration and add a new paragraph K to Article XI of the Declaration; and

WHEREAS, Article VII of the Declaration, as amended, provides that amendments to the Declaration must be approved by a majority of a quorum of members present in person or by proxy at a duly called meeting; and

WHEREAS, the amendments to Article XI were proposed and approved by the members in accordance with Article VII of the Declaration at a duly noticed annual meeting of the members held on November 30, 1995, at which a quorum of members were present in person and by proxy; and

NOW, THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

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2. New Language is indicated by underscoring type.
Deleted Language is indicated by ~~struck-through~~ type.
3. Paragraph A of Article XI of the Declaration entitled "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Units is hereby amended as follows:

2. Lease. A unit owner intending to make a bona fide lease of his unit shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease. All leases shall be in writing and for ~~an initial term~~ a term of not less than ~~thirty (30) days~~ six (6) months. No less than entire units may be leased. ~~There shall be no other curtailment as to required term or frequency of leasing.~~ A unit owner shall only be permitted to lease his unit twice during any twelve (12) month consecutive period.

Guests of an owner may occupy the unit in the owner's absence provided that:

1. The owner notifies the Association in writing, in advance, of the names of the guests who will be occupying the unit and the length of time they will be occupying the unit; and

2. Such guests must be at least 21 years of age. (They may be accompanied by their children); and

3. Said guest usage in the owners absence does not occur more than two times in any twelve (12) month period for a total combined usage of not more than thirty (30) days.

All other paragraphs in Paragraph A of Article XI shall remain unchanged.

4. Paragraph C of Article XI of the Declaration entitled "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Units" is hereby amended as follows:

C. Screening Fees. The Association may require the payment of a reasonable screening fee, ~~a sum not to exceed Fifty (\$50.00) Dollars,~~ simultaneously with the giving of notice of intention to sell,

lease or of transfer by gift, devise or inheritance for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by transferee. The screening fee shall not exceed the highest fee permitted by law as set forth in Chapter 718, Florida Statutes, as same may be amended from time to time.

5. Article XI of the Declaration entitled "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Units" is hereby amended by adding the following new paragraph K:

K. No unit may be leased by any unit owner to any third person, firm or entity whatsoever during the first two (2) years of record ownership by said unit owner. In all other instances, leasing in accordance with the other provisions set forth in Article XI of this Declaration shall be permitted only upon the expiration of said initial two (2) years of ownership, which for the purpose of this provision shall consist of twenty-four (24) consecutive months of record title ownership.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 8th day of January, 1996.

WITNESSES:

CALUSA CLUB VILLAGE CONDOMINIUM
BLDG. D SOUTH ASSOCIATION, INC.

Laura Espinosa
Print Name: Laura Espinosa

Julio R Chavaz
Print Name: Julio R Chavaz

BY: Josie Genco
Josie Genco, President

Print Name: _____

BY: Judy Kowalski
Judy Kowalski, Secretary

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared, JOSIE GENCO and JUDY KOWALSKI, as President and Secretary, respectively of CALUSA CLUB VILLAGE CONDOMINIUM BLDG. D SOUTH ASSOCIATION, INC., a Florida not-for-profit corporation, and who

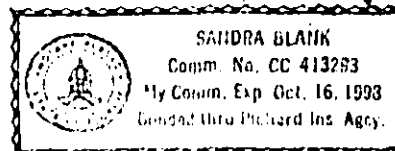
are personally known to me to have executed this Certificate of Amendment in the above capacity and who did not take an oath.

19 96. SWORN TO AND SUBSCRIBED before me this 3rd day of January.

Signature: Sandra Blank
Name: SANDRA BLANK
Title:
Serial No.:
My Commission Expires:



THIS INSTRUMENT WAS PREPARED BY:
Maria Victoria Arias, Esquire
SIEGFRIED, RIVERA, LERNER, &
DE LA TORRE, P.A.
201 Alhambra Circle, Suite 1102
Coral Gables, FL 33134



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RECORDED IN OFFICIAL RECORDS BOOKS
OF DADA COUNTY, FLORIDA
RECORD VERIFIED

RVFY RUVIN,
Clerk of Circuit & County
Courts