

This Instrument Prepared by and Return to:
Name: Charles W. McKinnon, Esq.
Address: McKinnon & McKinnon, Chartered
3405 Ocean Drive
Vero Beach, Florida 32963

IN THE RECORDS OF
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA.

33.00

CERTIFICATE OF AMENDMENT TO
THE AMENDED DECLARATION OF CONDOMINIUM
OF
KENTUCKY CLUB, a CONDOMINIUM

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The undersigned, being the President and Secretary of KENTUCKY CLUB, a Condominium, a Florida corporation, hereby certify that at a duly called meeting of all of the unit owners of condominium units in the above-named condominium, duly held on the 2nd day of December, 2000, in accordance with the requirements of Florida law, and of the Declaration of Condominium of Kentucky Club, recorded in Official Record Book 607, Page 2372, Public Records of Indian River County, Florida, and after the adoption of a Resolution proposing said amendments by the Board of Directors, not less than seventy-five percent (75%) of the voting members in the aforementioned condominium affirmatively voted to amend the Declaration of Condominium as hereinafter set out.

1. Article II of the Declaration of Condominium is amended to read as follows:

II
NAME

The name by which this condominium is to be identified is KENTUCKY CLUB CONDOMINIUM.

2. Article III of the Declaration of Condominium is amended to read as follows:

III
THE LAND

The land comprising the complex is located in Indian River County, Florida, and is described as follows, to wit:

Lots 4, 5 and 6, Block 14, THE OCEAN CORPORATION SUBDIVISION, according to the plat thereof recorded in Plat Book 3, Page 9, public records of Indian River County, Florida.

3. Article IV (F) of the Declaration of Condominium is amended to read as follows:

IV
DEFINITIONS

(F) Limited Common Elements means and includes those common elements which are reserved for the use of a certain apartment or apartments to the exclusion of

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other apartments, and as the term is used herein shall mean and comprise that portion of the condominium property consisting of twenty (20) covered parking areas and five (5) uncovered parking areas and twenty-six (26) storage rooms, which shall be used by owners of apartments in Building "A", twenty (20) covered parking areas and twenty (20) storage rooms, which shall be used by owners of apartments in Building "B", screens, windows and window glass, the main entrance doors to the apartments and their interior surfaces, all other doors affording access to the apartments and their interior surfaces, door and window hardware, and locks; garage doors in Building "B"; sliding doors for access to balconies and porches; and balconies and porches which can be accessed only through an apartment.

4. Article VI of the Declaration of Condominium is amended to read as follows:

VI
OWNERSHIP OF COMMON ELEMENTS

There are forty (40) covered parking areas, and five (5) uncovered parking areas serving the condominium property. The parking areas in Building "A" will not be assigned to an owner of an apartment in Building "B" until such time as seventy-five percent (75%) of the apartment owners of the apartments in Building "A" vote to do so. Until such time as seventy-five percent (75%) of the apartment owners of the apartments in Building "A" vote to assign parking areas, the parking areas both under and adjoining Building "A" shall be reserved for the use of apartment owners in Building "A", their guests and invitees. There will be one storage area assigned to each apartment. Once said parking area and storage are assigned, the said parking area and storage room, as a limited common element, shall be deemed an appurtenance to said condominium unit to which it was assigned, and such parking area and storage room may not thereafter be separately conveyed, hypothecated, transferred, encumbered or otherwise dealt with, and title thereto shall pass only with title to the unit to which it is appurtenant. The garage, covered parking area and storage room to be assigned to each apartment are set forth in Exhibit E attached hereto.

5. Article IX, Paragraph (A)(b)(1) of the Declaration of Condominium is amended to read as follows:

IX
MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvements shall be as follows:

- (A) Apartments.
(b) By the apartment owners.

(1) To immediately maintain, repair and replace all portions of apartments and the fixtures and equipment contained within apartments, including but not limited to wall, floor and ceiling coverings, electrical fixtures, appliances, air-conditioning and heating equipment, water heaters and built-in cabinets, except the portions thereof to be maintained, repaired and replaced by the Association. Such will be done at the expense of the owner of the apartment where the work is done.

6. Article IX, Paragraph (A)(d) of the Declaration of Condominium is amended to read as follows:

IX
MAINTENANCE, ALTERATION AND IMPROVEMENT

(A) Apartments.

(d) Alteration and Improvement. No structural alterations will be made in the portions of any apartment to be maintained by the Association, without the prior written approval of the owner(s) of the apartment in which such work is to be done and of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in the State of Florida will be filed with said Board of Directors prior to the start of such work.

7. Article IX, Paragraph (B)(b) of the Declaration of Condominium is amended to read as follows:

IX
MAINTENANCE, ALTERATION AND IMPROVEMENT

(B) Common Elements.

(b) Alterations and Additions. There will be no alterations or additions to the common elements or limited common elements without prior approval in writing by the record owners of not less than seventy-five percent (75%) of the common elements. The share of any cost of such alteration or addition will be assessed to the apartment owners in the shares that their share in the common expenses bear to each other. There will be no change in the shares or rights of an apartment owner in the common elements altered or further improved.

8. Article IX, Paragraph (C) shall be added to the Declaration of Condominium as follows:

IX
MAINTENANCE, ALTERATION AND IMPROVEMENT

(C) Limited Common Elements.

The Association will maintain, repair and replace limited common elements at the expense of the apartment owner having exclusive use of the limited common elements so maintained, repaired or replaced. All expenses of maintaining, repairing and replacing a limited common element shall be assessed and collected in the same manner as other Association assessments.

9. Article XI, Paragraph (C) of the Declaration of Condominium is amended to read as follows:

XI
ASSOCIATION

(C) Modification or Amendment of Bylaws. No modification or amendment to the Bylaws of the Association shall be valid until a certificate of Amendment duly executed by an officer of the Association is recorded on the public records of Indian River County, Florida. The Bylaws may be amended in the manner provided for therein, but no such amendment shall be adopted, which would affect or impair the validity or priority of the record owner of any mortgage covering any apartment, unless said mortgagee shall join in the execution of the amendment.

10. Article XII of the Declaration of Condominium is amended to read as follows:

XII
INSURANCE

The insurance, other than title insurance, that shall be carried upon the condominium property and the property of the apartment owners will be governed by the following provisions:

(A) Authority to Purchase; Named Insured. All insurance policies upon the condominium property (buildings, grounds and common areas) will be purchased by the Association. The named insured will be the Association individually and as agent for the apartment owners, without naming them. Provision will be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners.

(B) Coverage.

(a) Casualty. All buildings and improvements upon the land, and additional facilities as defined in Article VII, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and

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all personal property included in the common elements will be insured for its value, as determined by the Association. Such coverage will afford protection against:

(1) Loss or damage by fire and other hazards, covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) Public Liability in such amounts and with such coverage as shall be required by the Association, including but not limited to hired automobile and non-owned automobile coverages and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Workmen's Compensation policy to meet the requirements of law.

(d) Such other insurance as the Association shall determine from time to time to be necessary or desirable.

(C) Premiums. Premiums upon insurance policies purchased by the Association will be paid by the Association as a common expense.

(D) Share of Proceeds. All insurance policies purchased by the Association will be for the benefit of the Association and the apartment owners and their mortgagees as their interest may appear. If it is determined that the damage for which proceeds are paid will not be reconstructed or repaired, the remaining proceeds will be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(F) Association as Agent. The Association is irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

(G) Apartment Owner's Insurance. Apartment owner's shall obtain, maintain and pay for insurance coverage at their expense upon the interior of their apartment, including but not limited to wall, floor and ceiling coverings, electrical fixtures, appliances, air-conditioning and heating equipment, water heaters, built-in cabinets, their personal property and for their personal liability and living expenses. All insurance policies shall contain a waiver of subrogation by the insurer as to any and all claims

against the apartment owners, the Association, the Board, the managing agent, if any, and their respective agents, employees or invitees.

11. Article XIV, Paragraph (E) of the Declaration of Condominium is amended to read as follows:

XIV
USE RESTRICTIONS

(E) Leasing. After approval by the Board of Directors of the Association elsewhere required, entire apartments may be rented provided the occupancy is only to be the Lessee, members of his family, and his social guests. No rooms may be rented and no transient tenants may be accommodated. All Leases shall be for periods of more than thirty (30) days or one calendar month, whichever is the lesser. Further, provided, that no unit shall be occupied by, or held out or advertised to the public as a place for rent as a transient accommodation. All rentals shall be reported to the Association. All unit owners desiring to lease or rent shall comply with and shall assume full responsibility for compliance with Florida Statutes, rules, regulations and tax laws with regard to same, and shall save and hold the Association harmless from any liability as a result of such rental.

12. Article XIV, Paragraph (G) of the Declaration of Condominium is amended to read as follows:

XIV
USE RESTRICTIONS

(G) Public Lodging. No owner shall take any action, do or perform any act which would hold themselves out, whether individually or collectively as a "public lodging establishment" as defined under Florida law. Nor shall they do or perform any act which would cause the condominium complex or its Association to be designated a "public lodging establishment" within the meaning of Florida law.

13. Article XV, Paragraph (A)(b) of the Declaration of Condominium is amended to read as follows:

XV
MAINTENANCE OF COMMUNITY INTERESTS

(A) Transfer Subject to Approval.

(b) Lease. An apartment owner intending to make a bona fide lease of their apartment or any interest in it shall give to the Board of Directors of the Association notice of such intention, together with the name and address of the intended

lessee, such other information concerning the intended lessee as said Board may reasonably require, an executed copy of the proposed lease and pay a fee in an amount to be determined by the Board of Directors but not to exceed the highest amount allowed by law.

IN WITNESS WHEREOF, the undersigned President and Secretary of KENTUCKY CLUB, a Condominium, have executed this Certificate of Amendment to Declaration of Condominium in accordance with the authority hereinabove expressed this 20th day of June, 2000.

KENTUCKY CLUB CONDOMINIUM

BY: Phyllis H. Cronin
President

ATTEST:

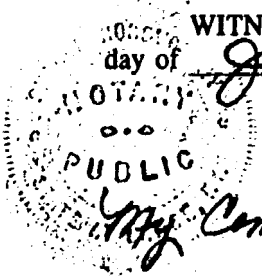
BY: John H. Burns
Secretary



STATE OF ~~FLORIDA~~ Kentucky
COUNTY OF INDIAN RIVER Fayette

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Phyllis H. Cronin and John H. Burns well known to me to be the President and Secretary of KENTUCKY CLUB CONDOMINIUM, and that they acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that I relied upon the following forms of identification personally known and personally known.

WITNESS my hand and official seal in the State and County last aforesaid, this 20th day of June, 2000.



Sharon Yasworthy
Notary Public

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