

This Instrument Prepared by and Return to:
Charles W. McKinnon, Esq.
McKinnon & Hamilton, PLLC
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**CERTIFICATE OF AMENDMENTS TO
DECLARATION OF CONDOMINIUM
OF
KENTUCKY CLUB**

THE UNDERSIGNED, being the President and Secretary of **The Kentucky Club Condominium Association, Inc.** a Florida not for profit corporation, hereby certify that after the adoption of a Resolution proposing said amendments, at a duly called meeting of the Board of Directors held on February 22, 2018, by the unanimous vote of the Board of Directors, not less than seventy-five percent (75%) of the voting members of the Association at a duly called meeting of all of the owners of condominium units in the above-named condominium, held on the 27th day of March, 2018, in accordance with the requirements of Florida law, and of the Declaration of Condominium of **KENTUCKY CLUB**, as originally recorded in Official Record Book 607, Beginning at Page 2372, Public Records of Indian River County, Florida and any amendments thereof, affirmatively voted to amend the Declaration of Condominium as hereinafter set out.

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Condominium, shall be amended as follows:

I. Article XIV, paragraph (E) of the Declaration should be amended to read as follows:

(E) Leasing. After approval by the Board of Directors of the Association elsewhere required, entire apartments may be rented, provided the occupancy is only by Lessee, members of his family, and his social guests. No rooms may be rented and no transient tenants may be accommodated. All leases must be for a minimum term of at least thirty (30) days and a maximum term of no more than ninety (90) days. Apartments may not be rented for more than one hundred eighty (180) days during any calendar year.

II. Paragraph (I) shall be added to Article XIV of the Declaration and shall read as follows:

(I) Except in a case of an emergency, from November 1st through April 15th, no apartment owner shall have any construction work performed within their apartment unless the cost of the work will be less than \$2,500.00.

III. Article XV of the Declaration shall be amended to read as follows:

Maintenance of Community Interests

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer will be subject to the following provisions as long as the condominium exists and the apartment buildings in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

(A) Transfer subject to approval.

(a) **Sale.** No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Board of Directors of the Association.

(b) **Lease.** No apartment owner may dispose of an apartment or any interest in an apartment by lease without approval of the Board of Directors of the Association.

(c) **Gift, Devise or Inheritance.** If any apartment owner shall acquire his title by gift, devise or inheritance, the continuance of his ownership of his apartment will be subject to the approval of the Board of Directors of the Association.

(d) **Other transfers.** If any apartment owner shall acquire his title by any manner not considered in the foregoing sub-sections, the continuance of his ownership of his apartment will be subject to the approval of the Board of Directors of the Association.

(e) **Unlawful Denials.** No person shall be denied the right to purchase, lease or own an apartment because of race, religion, sex or national origin.

(B) Approval by Association. The approval of the Board of Directors of the Association that is required for the transfer of ownership of apartments will be obtained in the following manner:

(a) **Notice to Association.**

(1) Sale. An apartment owner intending to make a bona fide sale of his 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 purchaser, such other information concerning the intended purchaser as said Board may reasonably require, an executed copy of the proposed Contract for Purchase and Sale and pay a fee in an amount to be determined from time to time, by the Board of Directors, not to exceed the highest amount allowed by law. Such notice, at the apartment owner's option may include a demand by the apartment owner that said Board furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest in it shall give to the Board of Directors of the Association notice if 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 from time to time, by the Board of Directors, not to exceed the highest amount allowed by law.

(3) Gift, Devise or Inheritance; Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors of the Association notice of acquiring of his title together with such information concerning the apartment owner as said board may reasonably require, a certified copy of the instrument evidencing the owner's title and pay a fee in an amount to be determined from time to time, by the Board of Directors, not to exceed the highest amount allowed by law.

(4) Failure to Give Notice. If the above required notice to the Board of Directors of the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment said Board at its election and without may approve or disapprove the possession or ownership. If said board disapproves the possession or ownership, it will proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within sixty (60) days after receipt of such notice and information, the Board of Directors of the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association and shall be recorded in the public records of Indian River County, Florida.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information, the Board of Directors of the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association and shall be recorded in the public records of Indian River County, Florida.

(3) Gift, Devise or Inheritance; other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within sixty (60) days after receipt of such notice and information the Board of Directors of the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association and shall be recorded in the public records of Indian River County, Florida.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartments be approved by the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendments to Declaration of Condominium, this 5th day of APRIL, 2018.

THE KENTUCKY CLUB CONDOMINIUM ASSOCIATION, INC.

By: Lindsey Ingram
President
Print Name: LINDSEY INGRAM

(CORPORATE SEAL)

ATTEST:

By: Carol Moore
Secretary
Print Name: CAROL MOORE

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

I HEREBY CERTIFY that before me, a Notary Public, personally appeared Lindsey Ingram and Carol Moore, respectively the President and Secretary of The Kentucky Club Condominium Association, Inc., who have produced _____ as identification or who are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 9th day of April, 2018.

Gail L. Dunmyer
Notary Public, State of Florida



(Affix Seal)