

OFF.
REC. 17593P2950

THIS INSTRUMENT PREPARED BY:

PATRICIA KIMBALL FLETCHER, ESQ.
SHAPO, FREEDMAN & FLETCHER, P.A.
4750 First Union Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131

97R152677 1997 APR 03 02:20

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
THE HORIZONS WEST CONDOMINIUM NO. 9

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE HORIZONS WEST CONDOMINIUM NO. 9 (this "First Amendment") is made by THE HORIZONS WEST CONDOMINIUM NO. 9 ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") and joined in by LEISURE COLONY MANAGEMENT CORP., a Florida corporation ("Successor Developer"), having an address at 700 N.W. 107th Avenue, Miami, Florida 33172.

R E C I T A L S

A. Lennar Homes, Inc., a Florida corporation, formerly known as F & R Builders, Inc., as Developer recorded that certain Declaration of Condominium for The Horizons West Condominium No. 9 recorded in Official Records Book 12457 at Page 202 of the Public Records of Dade County, Florida (the "Original Declaration"). The Original Declaration included as exhibits and incorporated the Articles of Incorporation and the By-Laws of the Association.

B. All of the Owners of Units within the Condominium have approved the changes to the Original Declaration contained in this First Amendment.

C. This First Amendment is a covenant running with all of the land comprising Horizons West Condominium No. 9 ("Condominium No. 9"), and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this First Amendment;

NOW THEREFORE, Association hereby declares that every portion of Condominium No. 9 is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. Conflicts. In the event that there is a conflict between this First Amendment and the Original Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Original Declaration shall be construed as a single document. Except as modified hereby, the Original Declaration shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Original Declaration. The term "Declaration" shall hereinafter mean the Original Declaration and this First Amendment together with all amendments and modifications thereof. The term "Developer" shall

hereinafter mean Leisure Colony Management Corp., its successors and/or assigns.

4. Amendments to Declaration.

4.1. The Declaration is amended to clarify that there is only one residential building comprising the Condominium. Each reference to residential buildings is a scrivener's error. By way of example, the heading of paragraph A of Article IV of the Declaration is hereby amended as follows:

A. Residential Buildings Building

By way of further example, the first sentence of such paragraph A is amended as follows:

The improvements include One Four (4) story interconnected residential buildings building containing a varied number of units each Unit bearing a separate numerical identification.

4.2. Article XII of the Declaration is amended to add the following new provision:

E. Notwithstanding any provision to the contrary contained herein and except as prohibited by the Condominium Act, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of, or notice to, any person or entity whatsoever.

4.3. Article XVI, Section E of the Declaration is amended as follows:

E. Leasing.

After approval by the Association, as elsewhere herein required, entire Units, but not less than entire Units, may be leased; ~~provided, that no Unit shall be leased for more than one term, or to more than one lessee, in any calendar year, nor shall provided, that the term of any lease shall not be for less than thirty (30) days; and further provided, that occupancy is only by the lessee and his family, servants and guests.~~

4.4. Article XVI, Section G of the Declaration is amended as follows:

G. Regulations.

Reasonable regulations concerning use of the Condominium Property may be made and amended from time to time by the Board ~~provided, however, that all such regulations and amendments thereto shall be approved by not less than a majority of the members of the Association before the same shall become effective, without the joinder or consent of the members or any other party.~~

5. Amendment to Articles of Incorporation. Article XV is amended to add the following sentence to the end of such provision:

Notwithstanding any provision to the contrary contained herein and except as prohibited by the Condominium Act, Developer shall have the right to amend these Articles of Incorporation as it deems appropriate, without the joinder or consent of, or notice to, any person or entity whatsoever.

A certified copy of such amendment is attached hereto as Exhibit A.

6. Amendments to By-Laws.

6.1. Article III, Section A of the Association By-Laws is amended as follows:

A. The annual meeting of the Members (the "Annual Members Meeting" shall be held, at the office of the Association or such other place in Dade County, Florida, as may be specified in the notice of the meeting at 7:00 p.m. on the second Tuesday in May of each year for purposes of electing Directors and of transacting any other business authorized to be transacted by the Members. If such date shall be a legal holiday the annual meeting date shall be the next succeeding regular business day at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

6.2. Article IX of the By-laws is amended to add the following new provision:

F. Notwithstanding any provision to the contrary contained herein and except as prohibited by the Condominium Act, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of, or notice to, any person or entity whatsoever.

6.3. The first sentence of Article VII, Section C of the Association By-Laws is amended as follows:

C. A copy of the proposed annual budgets ~~budget~~ of the Association shall be mailed to the Unit owners not less than ~~thirty (30)~~ fourteen (14) days prior to the meeting of the Board at which the budget will considered, together with a notice of the time and place of that meeting.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 18th day of March, 1997.

WITNESSES:

THE HORIZONS WEST
CONDOMINIUM NO. 9
ASSOCIATION, INC., a
Florida not-for-profit
corporation


Print Name: AZZA MARIA CADENAS


Print Name: Stacy Alonso

By: 
Name: RON GUERRA
Title: President

{SEAL}

STATE OF FLORIDA

COUNTY OF DADE

SS.:

The foregoing instrument was acknowledged before me this 18th day of March, 1997 by RON GUERRA, as President of The Horizons West Condominium No. 9 Association, Inc., a Florida not-for-profit corporation, who is personally known to me or who produced N/A as identification, on behalf of the corporation.

My commission expires:

Dorothy Charlebois Bigham
NOTARY PUBLIC, State of Florida
at Large

Print name: Dorothy Charlebois Bigham



DOROTHY CHARLEBOIS BIGHAM
My Commission CC494564
Expires Oct 13, 1999

OFF.
REC. 17593PF2954

EXHIBIT A