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 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by/
 Record and Return to:
 Doretta Martone Knoerr, Esq.
 Becker & Poliakoff, P.A.
 3111 Stirling Road
 Fort Lauderdale, FL 33312

**CERTIFICATE OF SECOND AMENDMENT
 TO THE DECLARATION OF CONDOMINIUM OF
 PUERTA DE PALMAS,
 A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached Second Amendment to the Declaration of Condominium of Puerta de Palmas, a Condominium, which Declaration was recorded in Official Records Book 25822, at Page 4596, as amended by that certain Certificate of Amendment recorded in Official Records Book 26526, at Page 1853, both of the Public Records of Miami-Dade County, Florida (the "Declaration"), was duly adopted by a vote of the Unit Owners at a duly called meeting of the Members of the Association originally called for October 14, 2009, and reconvened on November 12, 2009 in the manner provided by Section 18 of the Declaration and pursuant to the authority in the Declaration, and in Florida Statutes Chapter 718, to amend the Declaration. The attached amends Section 19 of the Declaration to expand provisions relating to rights of Institutional First Mortgagees.

IN WITNESS WHEREOF, we have affixed our hands as of the 23rd day of NOVEMBER, 2009.

Signed, sealed and delivered
 in the presence of:

PUERTA DE PALMAS CONDOMINIUM
 ASSOCIATION, INC., a Florida not-for-profit
 corporation

Thelma L. Robles
 Witness signature THELMA L. ROBLES
 Witness print name
P. MICHAEL HAINES
 Witness signature
P. MICHAEL HAINES
 Witness print name

By: Paul E. Rosen, President
 Attest: ROXANNA GLTZER, Secretary
 (Corporate Seal)

STATE OF FLORIDA)
) :ss
 COUNTY OF MIAMI DADE)

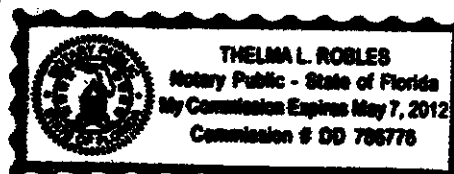
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared PAUL E. ROSEN and ROXANNA GLTZER, as President and Secretary, respectively, of PUERTA DE PALMAS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, personally known to me (☒) or who produced _____ as identification, and they acknowledged the execution thereof to be their free act and deed, on behalf of the company, for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state last aforesaid, this 23rd day of NOVEMBER, 2009.

Thelma L. Robles
 NOTARY PUBLIC, State of Florida

My Commission Expires:

ACTIVE: 2666535_2



**SECOND
AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF
PUERTA DE PALMAS, A CONDOMINIUM**

The Declaration of Condominium of Puerta de Palmas, a Condominium, which Declaration is recorded in Official Records Book 25822, at Page 4596, of the Public Records of Miami-Dade County, Florida (the "Declaration"), is hereby amended as follows:

I. Section 19 of the Declaration is hereby amended as follows:

19. Rights of Institutional First Mortgagees. Notwithstanding any provisions of this Declaration, except as set forth in Paragraph 18(b) above, the written consent of all First Mortgagees shall be first obtained prior to any amendments to this Declaration pursuant to Sections 718.110(4) and 718.110(8) of the Condominium Act, or termination of the Condominium, which consent shall not be unreasonably withheld. An Institutional First Mortgagee and any other first mortgagee who obtain title to a Unit through mortgage foreclosure suit in which the Association has been joined as a defendant (if the Association has a claim of lien against the Unit) or acceptance of deed in lieu of foreclosure shall be liable for the share of Common Expenses assessed to such Unit prior to the acquisition of such title only to the extent provided in Section 718.116(1)(b) of the Florida Condominium Act, unless such share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage. An Institutional First Mortgagee and any other first mortgagee shall pay all Common Expenses assessed to such Unit which shall come due during the period the Unit is owned by the Institutional First Mortgagee, however.

Institutional First Mortgagees shall have the right, upon written request to the Association, to: (i) examine the Condominium documents and the Association's books and records, (ii) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend Association meetings, (iv) receive notice of any alleged default in any obligations hereunder by any Unit Owner, on whose Unit such Institutional First Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Unit Owner, and (v) receive notice of any substantial damage or loss to any portion of the Condominium Property.

Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.

The approval of a "Majority of Institutional First Mortgagees" shall be required to effect an amendment to the Declaration which materially alters, or adds, a provision relating to: (i) assessments and lien rights; (ii) insurance or fidelity bonds; (iii) maintenance responsibilities for the various portions of the Condominium Property; (iv) boundaries of any Unit; (v) convertibility of Units into Common Elements or Common Elements into Units; (vi) leasing of Units; (vii) restrictions on Owners' rights to sell Units; and (viii) the rights and interests of mortgagees, which consents shall not be unreasonably withheld. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units by which greater than one-half (1/2) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are encumbered.

**NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND
WORDS DELETED ARE LINED THROUGH WITH HYPHENS.**

Signed, sealed and delivered
in the presence of:

Joined by Developer:

URBAN DEVELOPMENT 1, LLC,
a Florida limited liability company

By: URBAN BOSTON DEVELOPMENT,
LLC, a Delaware limited liability
company, its sole member

By: UD MEMBER, LLC,
a Florida limited liability
company, its managing member

By: ROSEN-AUKER DEVELOPMENTS,
LLC, a Florida limited liability
company, its managing member

By: ROSEN CORPORATION,
a Florida corporation, as its authorized
member

By: Paul Rosen, President

Thelma L. Robles
Witness signature

Witness print name
THELMA L. ROBLES

Witness signature
P. MICHAEL HAINES

Witness signature

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF MILWAUKEE) :ss

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared PAUL ROSEN, as President of ROSEN CORPORATION, a Florida corporation, authorized member of ROSEN-AUKER DEVELOPMENTS, LLC, a Florida limited liability company, managing member of UD MEMBER, LLC, a Florida limited liability company, managing member of URBAN BOSTON DEVELOPMENT, LLC, a Delaware limited liability company, sole member of URBAN DEVELOPMENT 1, LLC, a Florida limited liability company, personally known to me (☒) or who produced _____ as identification, and they acknowledged the execution thereof to be their free act and deed, on behalf of the company, for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state last aforesaid, this 23rd day of NOVEMBER, 2009.

Thelma L. Robles
NOTARY PUBLIC, State of Florida

My Commission Expires:

