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

Record and return to:  
Grace in the Grove Condominium Association, Inc.  
3120 Virginia Street  
Miami, FL 33133

**CERTIFICATE OF  
FIRST AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM OF GRACE IN THE GROVE CONDOMINIUM  
AND  
FIRST AMENDMENT TO THE BYLAWS OF GRACE IN THE GROVE CONDOMINIUM  
ASSOCIATION, INC.**

I HEREBY CERTIFY THAT the attached First Amendment to the Declaration of Condominium of Grace in the Grove Condominium, as described in Official Records Book 19961 at Page 2259 of the Public Records of Miami-Dade County, Florida, and the attached First Amendment to the Bylaws of Grace in the Grove Condominium, as described in Official Records Book 19961 at Page 2259 of the Public Records of Miami-Dade County, Florida, were each duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF we have affixed our hands this 19 day of March, 2018, at Miami-Dade County, Florida.

WITNESS I:

By: [Signature]  
Name: SAMUEL BLUM

GRACE IN THE GROVE CONDOMINIUM ASSOCIATION, INC.

By: [Signature]  
Name: Scott Pitman  
Title: President

WITNESS II:

By: [Signature]  
Name: Carlos Sosa Denis

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

The foregoing instrument was acknowledged before me this 19 day of March, 2018 by Scott Pitman, as President of Grace in the Grove Condominium Association, Inc., who is personally known to me or who has produced FZ 0210 LIC as identification.

[Signature]

Notary Public, STATE OF FLORIDA

Print name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_





**FIRST AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
GRACE IN THE GROVE CONDOMINIUM**

This First Amendment (the "**Amendment**") to that Declaration of Condominium of Grace in the Grove Condominium, dated March 16th, 2001 and recorded in Official Records Book 19961 at Page 2259 of the Public Records of Miami-Dade County, Florida, on October 17, 2001 (the "**Declaration**") hereby made by the Grace in the Grove Condominium Association, Inc. (the "**Association**")

WHEREAS the Association desires to amend the Declaration as follows:

1. Article IV ("Description of Condominium Property") and Article V ("Definition of Units") are hereby amended as follows:

IV. Description of Condominium Property.

The description of the improvements comprising the Condominium Property, consisting of two (2) buildings of two (2) floors with two (2) residential ~~u~~Units (as defined below). The identification of the residential ~~u~~Units shall be identified by letter name or number, or combination thereof so that no unit bears the same designation as any other unit. Exhibits 3, 4, 5 and 6 of this Declaration of Condominium contains a survey of the Land showing the location of the building, a graphic description of the building contents, of the ~~u~~Units and of the elevations of the buildings, of the ~~common elements and of the limited common elements~~ in sufficient detail to reflect their respective locations and dimensions prepared and certified by a registered land surveyor in the manner required by the Condominium Act. The improvements are further described as:

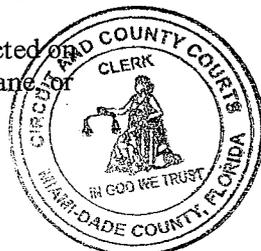
A. Residential Buildings: The improvements ~~include~~ consist of two Units, each of which consists of one (21) buildings. The buildings contain two (2) units.

B. Other improvements: In addition to the residential buildings, the Condominium Property also includes improvements other than buildings such as parking areas, walks, landscaping and all other underground structures and improvements which are not a part or located within residential buildings such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

V. ~~Definition of Units, Common Elements, and Limited Common Elements.~~

The Condominium will consist of "Units," and "Common Elements," and "~~Limited Common Elements.~~"

A. Units: The terms "Units" as used herein shall mean and comprise of two (2) separate dwellings in the Condominium which are located and individually described in Exhibit "3" hereto. ~~Each unit and the pool, yard, motorized gates, cooling or heating systems, and parking area abutting each unit as depicted in the Floor Plans, Elevations and Survey of this Condominium included as Exhibits to this Declaration in Exhibit "6" to this Declaration. Each dwelling shall include the enclosed apartment living areas depicted on Exhibit "4." The vertical boundaries thereof of the dwelling shall be the vertical plane for~~



planes; formed by the finished perimeter exterior wall surfaces thereof. The lower horizontal boundary shall be the horizontal plane formed by the ~~undecorated or unfinished interior floor surface~~ bottom of the foundation of the dwelling and the upper horizontal boundary shall be the horizontal plane formed by the ~~undecorated or unfinished exterior ceiling surface~~ roof of the unit. ~~Provided however, all heating, cooling, plumbing apparatus, utility installations and bearing columns or supports within a unit which service more than one unit shall be part of the common elements.~~ Doors, glass, screen and other material covering openings in vertical exterior walls shall be part of the unit.

B. Common Elements: The term "Common Elements" as used herein shall mean and comprise of all the real property on the Condominium except the ~~u~~Units, including as a part of the Common Elements, without limitations: (1) Easements through units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to units and Common Elements; (2) Easements of support in every portion of a Unit which contributes to the support of other units and/or common elements; (3) Installations for the furnishing of utility services to more than one unit or to the common elements or to a Unit other than the unit containing the installation; (4) The property and Installations in connection therewith required for the furnishing of services to more than one unit or to the common elements; (5) ~~Fixtures owned or held for the common use, benefit and enjoyment of all owners of units in this Condominium,~~ (7) The fence surrounding the condominium.

C. Limited Common Elements: The term "Limited Common Elements" as used herein, shall mean and be comprised of the common elements which are reserved or assigned or granted separately here for the use of a certain unit or units (as an appurtenance thereto) to the exclusion of other units, consisting of the roof, pool, yard, motorized gates, and parking area abutting each unit as depicted in the Floor Plans, Elevations and Survey of this Condominium included as Exhibits to this Declaration in Exhibit "6" to this Declaration. The "Limited Common Elements" shall be maintained by the unit owner the limited common element serves.

2. Article XII ("Maintenance, Repairs and Replacements") is hereby amended as follows:

XII. Maintenance, Repairs and Replacements.

Responsibility for maintenance, repairs and replacements of condominium property and property of unit owners located or situated within the condominium shall be as follows:

A. Units: Each ~~u~~Unit, and the fixtures, Equipment, such as air conditioning equipment, plumbing, heating and electrical wiring and appliances comprising a part thereof, located ~~therein~~ or inside the unit shall be maintained, kept in good repair and replaced by and at the expense of the owner thereof. Exterior doors, gates, fences and windows shall be maintained and, replaced, and insured at the expense of the unit owner whose unit is service by such items. All maintenance, repairs and/or replacement for which unit owners are responsible and obligated to perform, which, if not performed or omitted would affect other units or common elements shall be performed promptly as the need arises.

Notwithstanding the obligation of the unit owner for maintenance, repair and replacement, the proceeds of all insurance awards or payments under insurance carried by the Association for loss of or damage to or within units shall be applied against repairs



and replacement to the extent that such award or payments exceed the deductible provisions of such insurance.

~~B. Common Elements: The Association-Each Unit Owner shall be responsible for, and shall assess against and collect from the owners of all units in the Condominium, as common expense, the cost of maintaining, repairing and, replacing, insuring and keeping in clean and orderly condition, all of the common elements appurtenant to each Unit Owner's Unit, except, each owner shall be responsible for painting the exterior walls of the units they own. The Association shall, at the expense of the owners of all units in the Condominium, repair all incidental damage to units resulting from maintenance, repair and/or replacement of or to common elements. All limited common elements shall be maintained by the unit owner the limited common element serves, who shall bear the cost of said maintenance.~~

3. The proposed Amendment below constitutes a substantial rewording of Declaration Article XIII ("Insurance"). See Declaration for present text. Article XIII ("Insurance") is hereby deleted in its entirety and replaced by the following:

XIII. Insurance.

Each Unit Owner shall have the exclusive authority to obtain such casualty, property, homeowners' and/or any other type of Insurance with respect to the Unit, the Common Elements appurtenant to, and any other Condominium Property surrounding or serving, the Unit owned by the Unit Owner, as each Unit Owner, in its sole and exclusive discretion, deems appropriate, or as may be required by law. Each Unit Owner shall obtain adequate Insurance for the Condominium Property. The Association is not authorized to obtain Insurance over any Unit, Common Element, or Condominium Property.

4. Exhibit 9 is hereby supplemented to include the First Amendment to the Bylaws of Grace in the Grove Condominium Association, Inc., which is attached hereto as Exhibit A.

[SIGNATURES ON FOLLOWING PAGE]





Member as owner of Unit 3122:

By: [Signature]

Name: Alfonso Alvarez Pallette Lopez

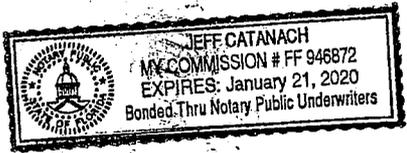
By: [Signature]

Name: Kristal Brent Zook

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

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2018 by Alfonso Alvarez Pallette Lopez, who is personally known to me or who has produced Florida Driver's Lic. as identification.

[Signature]  
Notary Public, STATE OF FLORIDA  
Print name: Jeffrey D. Catanach  
My Commission Expires: 01/21/2020



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

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2018 by Kristal Brent Zook, who is personally known to me or who has produced Florida Driver's Lic. as identification.

[Signature]  
Notary Public, STATE OF FLORIDA  
Print name: 01/21/2020  
JEFF CATANACH

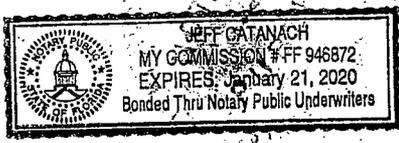


EXHIBIT A

**FIRST AMENDMENT TO THE  
BYLAWS OF GRACE  
IN THE GROVE CONDOMINIUM ASSOCIATION, INC.**

The Bylaws of Grace in the Grove Condominium Association, Inc., as described in that certain Declaration of Condominium of Grace in the Grove Condominium recorded in Official Records Book 19961 at Page 2259 of the Public Records of Miami-Dade County, Florida, are hereby amended and as follows:

The proposed Amendment below constitutes a substantial rewording of bylaw Article IV(J) ("Board of Administration"). See bylaw, specifically located at Official Records Book 19961 Page 2318 through Book 19961 Page 2320, for present text. Article IV(J) ("Board of Administration") is hereby deleted in its entirety and replaced by the following:

J. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the law of Florida, the Articles, these Bylaws, and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these Bylaws, and the Declaration and shall include, without limitation, the right, power and authority to do the following:

1. Make and amend regulations governing the use of the property real and personal, in the condominium provided that such regulation or amendments thereto shall not conflict with the restrictions and limitation which may be placed upon the use of such property under the terms of the Articles and the Declaration;

2. Acquire, own, hold, operate, lease, encumber, convey, exchange, manage and otherwise deal and trade with the property real and personal including units of and in the Condominium, as may be necessary or convenient in the operation and management of the condominium and in accomplishing the purposes set forth in the Declaration;

3. Contract for the management of the condominium and in connection therewith to delegate all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board members of the Association; and

4. Enforce by legal means the provision of the Articles, these bylaws, the Declaration and all regulation governing use of the property of and in condominium hereafter adopted.

For the avoidance of doubt, the Association shall not have the right, power, or authority to levy assessments to Unit Owners for the purpose of obtaining Insurance of any type.

STATE OF FLORIDA, COUNTY OF DADE  
I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on MAR 20 2018 day of MAR, A.D. 2018  
WITNESS my hand and Official Seal  
HARVEY R. WILSON, CLERK, State and County Courts  
JOHN BULL D.C.  
