



Prepared by and return to:  
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INSTR 20070017637  
OR BK 09054 PG 2814 PGS=4  
MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
01/09/2007 09:34:43 AM  
REC FEE 35.50

**AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
THE MADISON AT METROWEST, A CONDOMINIUM**

WHEREAS, BEACH HILL DEVELOPMENT ORLANDO, LLC., a Florida limited liability company (the "Developer"), filed the Declaration of Condominium of THE MADISON AT METRO WEST, A CONDOMINIUM (the "Condominium") which was recorded in Official Records Book 8405 Page 4098 under Clerk's File Number 20060008710 on January 1, 2006 in the Public Records of Orange County, Florida; and

WHEREAS, pursuant to Section 6.5 of the Declaration, the Developer has the right to amend the Declaration, as follows:

**"Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, the Declaration, the Articles of Incorporation or the By-Laws of the Association may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, except an amendment: (i) to permit time-share estates (which must be approved, if at all, by all Unit Owners and mortgagees on Units); or (ii) to effect a Material Amendment which must be approved, if at all, in the manner set forth in Section 6.2 above. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the consent of the Developer in each instance."**

WHEREAS, the Developer desires to amend Section 17.8 of the Declaration regarding the restrictions of leasing the Units.

NOW, THEREFORE, the Declaration is amended as follows:

1. Section 17.8 of the Declaration is hereby deleted and replaced with the attached Section 17.8

[EXECUTIONS ON THE FOLLOWING PAGE]

**Document recorded as presented.  
Orange County, FL Comptroller**

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered in the presence of:

**WITNESSES:**

Brian T. Tulecia  
Print Name: BRIAN T. TULECIA

[Signature]  
Print Name: Miss Gonzalez

**BEACH HILL DEVELOPMENT ORLANDO, LLC,**  
a Florida limited liability company  
By: **DRAGON PROPERTY ORLANDO, LLC,** a Florida  
limited liability company, managing member

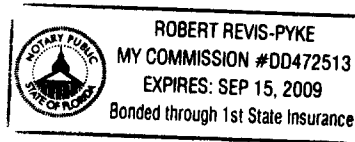
By: [Signature]  
Name: Garnel Nim  
Title: Managing Member

STATE OF FLORIDA            )  
  )SS  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 19 day of December, 2006 by Garnel Nim, as Managing Member of DRAGON PROPERTY ORLANDO, LLC., a Florida limited liability company on behalf of said company, which executed the foregoing instrument. Garnel Nim is personally known to me or presented IA as identification, and did not take an oath.

[Signature]  
NOTARY PUBLIC - STATE OF FLORIDA

My Commission expires:



17.8 Leases. Leasing of any Unit shall not be subject to the prior written approval of the Association. No lease shall be for a term of less than ~~four~~ one(14) months. Regardless of whether expressed in the applicable lease, if any, a Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of its tenant(s) and occupant(s) which constitutes a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. This Section shall also apply to subleases, assignments and renewals of leases.

All leases shall also be in writing, and shall provide and be deemed to provide, (if absent), that the Association shall have the right (i) to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, the By-Laws, the rules and regulation of the Association, or any other applicable provisions of any other agreement, document or instrument governing the Condominium or administered by the Condominium Association or any other applicable governmental law, rule or regulations

“Leasing”, for purposes of this Declaration, is defined as the regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. “Leasing” shall not include the temporary occupancy of a Unit, which is owned by the Developer, by any person or persons for sales or marketing purposes, regardless of whether the Developer receives any consideration or benefit.

~~Each of the Units may be leased only in their entirety; no fraction or portion may be leased. No transient tenants may be accommodated in a Unit.~~

~~The Association may in its sole discretion, require prospective tenants wishing to lease a unit from a Unit Owner to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month rental, into an escrow account maintained by the Association, which may be used by the Association to repair any damages to the Common Elements and/or other Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of any such sum, which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the tenant. Payment to and by the Association of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.~~

~~A Unit Owner leasing its Unit shall give the Association written notice of such lease, together with the name and address of the tenant, and an executed copy of the lease.~~

When a Unit is leased, the tenant shall have all of the Unit Owner's use rights to all Association Property, Common Elements, properties owned by the Community Associations and "Common Properties". The Owner of the leased Unit shall not have such rights, except as a guest. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. ~~The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property otherwise readily available for the general use of Owners.~~

Units may be transferred subject to existing leases.