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MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
12/21/2007 10:29:45 AM
REC FEE 35.50

* Prepared by and return to:
Brad A. Wilkes, Esq.
Royal Atlantic Developers, Inc.
2020 N.W. 89th Place
Miami, Florida 33172

DDK:Z #802

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE PALMS VILLA RESIDENCES, A CONDOMINIUM**

WHEREAS, RAD WINDSOR WALK LLC, a Florida limited liability company (the "Developer"), filed the Declaration of Condominium of The Palms Villa Residences, a Condominium (the "Declaration"), which was recorded in Official Records Book 8484, Page 3269, under Clerks File Number 20060108941 on February 16, 2006, in the Public Records of Orange County, Florida; and

WHEREAS, pursuant to Section 6.6 of the Declaration of Condominium, the Developer has the right to amend the Declaration, as follows:



State of Florida, County of Orange
I hereby certify that this is a true copy of
the document as reflected in the Official Records.
MARTHA O. HAYNIE, COUNTY COMPTROLLER
By:
Deputy Comptroller
12/21/2007

"6.6 By the Developer. Notwithstanding anything herein contained to the contrary, as long as the Developer is offering units for sale in the ordinary course of business, this Declaration, the Articles of Incorporation or the By-Laws may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever including, without limitation, those changes to Developer-owned Units permitted in Section 10 of this Declaration, but expressly excluding 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" (as defined in Section 6.3 above) or (iii) to effect changes or amendments prohibited to be made by the Developer or by the Association pursuant to the Act. No amendment to this Declaration, the Articles or the By-Laws may be adopted by the Association, the Board or any other party which would eliminate, modify, alter, prejudice, abridge or otherwise adversely affect, in any manner, any rights, benefits, privileges or priorities granted or reserved to the Developer, without the consent of the Developer in each instance which may be withheld in its sole and unfettered discretion."

NOW THEREFORE, the Declaration is amended as follows, where deletions are indicated by strikethrough and additions are indicated by underline.

1. Section 17.2 shall read:

"Leases. Leasing of Units shall be subject to the prior written approval of the Association. Every lease of a Unit shall specifically require a deposit from the prospective tenant in an amount not to exceed one (1) month's rent ("Deposit"), to be held in an escrow account maintained by the Association, provided, however, that the Deposit shall not be required for any Unit which is rented or leased directly by or to the Developer. No lease shall be for a term of less than ~~thirty (30)~~ seven (7) days ~~months~~. In no event shall a Unit be leased more than ~~twelve (12)~~ three (3) times within any calendar year, regardless of the lease term. The foregoing requirement shall not apply to a Unit rented or leased directly by or to the Developer. Every lease shall provide (or, if it does not, shall be automatically deemed to provide) that: (i) a material condition of the lease shall be the

tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all exhibits hereto), and with any and all rules and regulations adopted by the Condominium Association from time to time (before or after the execution of the lease); (ii) and that a tenant may not, under any circumstances, sublet the Unit (or any portion thereof) to any other person or permit occupancy by any other person. Additionally, copies of all written leases shall be submitted to the Association and tenants must register with the Association prior to moving in. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements from the acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and a special charge may be levied against the Unit therefore.

When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by the Unit Owners, and the Owner(s) of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Condominium Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Unit Owners. Additionally, copies of all leases of Units shall be submitted to the Condominium Association and the tenants thereunder must register with the Condominium Association prior to any occupancy.

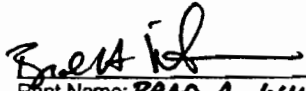
All leases are hereby made subordinate to any lien filed by the Condominium Association whether prior or subsequent to such lease."

2. Section 2 of the Rules and Regulations (Schedule "A" to By-Laws) shall read:

"Leases. Leasing of Units shall be subject to the prior written approval of the Association. Every lease of a Unit shall specifically require a deposit from the prospective tenant in an amount not to exceed one (1) month's rent ("Deposit"), to be held in an escrow account maintained by the Association, provided, however, that the Deposit shall not be required for any Unit which is rented or leased directly by or to the Developer. No lease shall be for a term of less than ~~thirty (30) days~~ seven (7) months. In no event shall a Unit be leased more than ~~twelve (12) times~~ three (3) times within any calendar year, regardless of the lease term. When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by the Unit Owners, and the Owner(s) of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Condominium Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Unit Owners. Additionally, copies of all leases of Units shall be submitted to the Condominium Association and the tenants thereunder must register with the Condominium Association prior to any occupancy.

Every lease shall provide (or if does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration of Condominium (and all exhibits thereto), and with any and all rules and regulations adopted by the Condominium Association from time to time (before or after the execution of the lease). The Unit Owner

Witnesses:


Print Name: BRAD A. WILKES

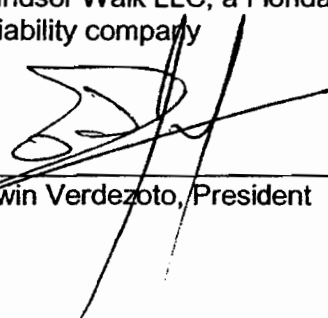

Print Name: JOSE FONSECA

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

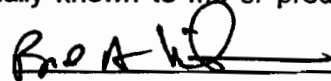
)
) SS:
)

RAD Windsor Walk LLC, a Florida
limited liability company


By: 
Edwin Verdezoto, President

The foregoing instrument was acknowledged before me this 18 day of
December, 2007, by Edwin Verdezoto, as President of RAD WINDSOR WALK LLC, a
Florida limited liability company. He is personally known to me or produced a driver's
license as identification.

[NOTARY SEAL]


Name: BRAD A. WILKES

Notary Public, State of Florida

NOTARY PUBLIC-STATE OF FLORIDA
 Brad A. Wilkes
Commission # DD470305
Expires: SEP 11, 2009
Bonded Through Atlantic Bonding Co., Inc.

17.2

Leases. Leasing of Units shall be subject to the prior written approval of the Association. Every lease of a Unit shall specifically require a deposit from the prospective tenant in an amount not to exceed one (1) month's rent ("Deposit"), to be held in an escrow account maintained by the Association, provided, however, that the Deposit shall not be required for any Unit which is rented or leased directly by or to the Developer. No lease shall be for a term of less than thirty (30) days. In no event shall a Unit be leased more than twelve (12) times within any calendar year, regardless of the lease term. The foregoing requirement shall not apply to a Unit rented or leased directly by or to the Developer. Every lease shall provide (or, if it does not, shall be automatically deemed to provide) that: (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all exhibits hereto), and with any and all rules and regulations adopted by the Condominium Association from time to time (before or after the execution of the lease); (ii) and that a tenant may not, under any circumstances, sublet the Unit (or any portion thereof) to any other person or permit occupancy by any other person. Additionally, copies of all written leases shall be submitted to the Association and tenants must register with the Association prior to moving in. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements from the acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and a special charge may be levied against the Unit therefor.

When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by the Unit Owners, and the Owner(s) of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Condominium Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Unit Owners. Additionally, copies of all leases of Units shall be submitted to the Condominium Association and the tenants thereunder must register with the Condominium Association prior to any occupancy.

All leases are hereby made subordinate to any lien filed by the Condominium Association whether prior or subsequent to such lease.

17.3 Children. Children shall be permitted to reside in the Units, subject to the provisions of Section 17.1 above, and applicable rules and regulations which may be adopted by the Association from time to time.

17.4

Pets. No more than two (2) household pets (as may be defined and re-defined by the Association) shall be maintained in any Unit or any Limited Common Element appurtenant thereto. The maximum total weight of any such household pets shall be limited to an aggregate of sixty (60) pounds. Notwithstanding the foregoing, the maximum total weight for any one household pet may not exceed forty (40) pounds. Household pets shall not be kept, bred or maintained for any commercial purpose and shall not become a nuisance or annoyance to neighbors. Those