



CFN 2013R0176556  
OR Bk 28518 Pgs 2206 - 2209; (4pgs)  
RECORDED 03/06/2013 14:18:23  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM OF  
TURNBERRY ON THE GREEN CONDOMINIUM**

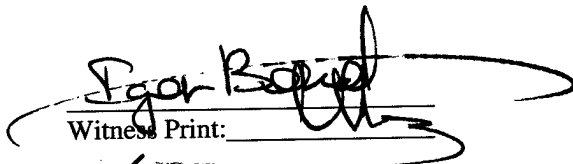
THE UNDERSIGNED, being the duly elected and acting President of Turnberry on the Green Condominium Association, Inc., a Florida corporation not for profit, does hereby certify that the following resolutions were duly approved by a vote of the membership in excess of that required by the pertinent provisions of said Declaration of Condominium and after due notice in accordance with Florida Statute 718 and the Turnberry on the Green Declaration of Condominium.

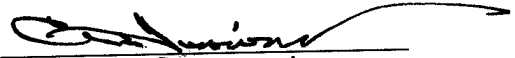
THEREFORE, the undersigned certifies that the amendments to the Declaration of Condominium for Turnberry on the Green, as originally recorded on March 24, 2004, in **Official Records Book 22147, Page 1871** of the Public Records of Miami-Dade County, Florida are attached hereto as **Exhibit "A"** and shall be incorporated as an official amendment to the Declaration of Turnberry on the Green Condominium.

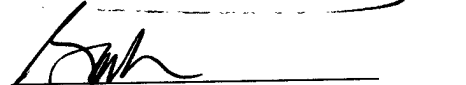
**RESOLVED:** That the Declaration of Condominium for Turnberry on the Green Condominium be and is hereby amended.

WITNESS my signature hereto this 1 day of February, 2013 in Miami Dade County, Florida

Turnberry on the Green Condominium Association, Inc, a Florida Not-for-Profit Corporation

  
Witness Print: GARY LANGDON

By:   
President/Print: Gregory Arzumanov

  
Witness Print: GARY LANGDON

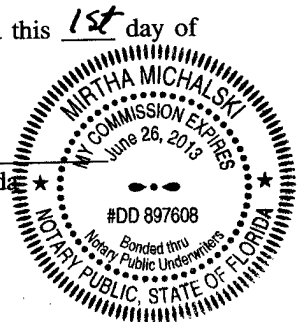
Attest: Mirtha Michalski

STATE OF FLORIDA  
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me on this 1st day of February, 2013 by GREGORY ARZUMANOV, as PRESIDENT of Turnberry on the Green Condominium Association, who produced FL D.L. A625280613690 as identification, to be the person who executed the foregoing instrument by authority of and on behalf of Turnberry on the Green Condominium Association, Inc., and who did take an oath.

IN WITNESS WHEREOF, I have set my hand and seal in Miami Dade County, Florida this 1st day of February, 2013.

Mirtha Michalski  
Signature of Notary Public State of Florida



# AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF TURNBERRY ON THE GREEN CONDOMINIUM, INC

As used herein the following shall apply:

- a. Words in the text that are lined through (~~stricken out~~) indicate deletions from the present text.

Words in the text which are underlined shall indicate additions to the present text

17. **Occupancy and Use Restrictions.** In order to provide for congenial occupancy of the Condominium and Association. Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

17.1 Occupancy. Each Residential Unit shall be used as a residence and/or home office only, except as otherwise herein expressly provided, all in accordance with applicable county and state codes, ordinances and regulations. Home office use of a Unit shall only be permitted to the extent permitted by law and to the extent that the office is not staffed by employees, is not used to receive clients and/or customers and does not generate additional visitors or traffic into the Unit or on any part of the Condominium Property. No more than two (2) persons per legal bedroom shall be permitted to occupy any unit within the Condominium. The Commercial Units may be used for any lawful purpose and nothing in this Declaration shall preclude multiple uses from being made from any Commercial Units. The provisions of this subsection 17.1 shall not be applicable to Units used by the Developer for model apartments, sales offices, management services, repairs, maintenance or construction.

17.3 Pet Restrictions. ~~Other than tropical fish maintained in an aquarium (which shall be permitted in Units), not more than two (2) domesticated pets (dogs, cats and/or caged birds) may be maintained in a Unit provided such pets are: (a) permitted to be so kept by applicable laws and regulations, (b) not left unattended on balconies, terraces, patios or in lanai areas, (c) carried at all times when on the Common Elements and/or Association Property, (d) generally, not a nuisance to residents of other Units or of neighboring buildings and (e) not a pit bull or other breed considered to be dangerous by the Board of Directors; provided that neither the Board nor the Association shall be liable for any personal injury, death or~~

***EXHIBIT 'A'***

~~property damage resulting from a violation of the foregoing and any occupant of a Unit committing such violation shall fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefore. Without limiting the generality of Section 18 hereof, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property. No pets shall be maintained in any Commercial Unit, provided, however, that nothing herein shall prohibit the guests, patrons, or invitees of any Commercial Unit from bringing their pets with them when patronizing any Commercial Units, any tenant of any portion of any Commercial Unit, or any the operation from any Commercial Unit (to the extent permitted by the Commercial Unit Owner or its tenant).~~

No owner, guest, tenant, invitee or other person may keep or bring any animal or pet of any nature onto the Condominium Property, including but not limited to common elements, limited common elements and condominium units. Any pet owned by a unit owner, tenant, guest or other occupant and residing at the Condominium as of the effective date of this Amendment (recording date) is "grandfathered" in for the life of that pet, and provided that the pet owner registers the pet with the Association no later than thirty (30) days after the effective date of this Amendment.

Any service animals must comply with the registration provisions for such pet, and provide all required documentation, as may be amended in the rules and regulations by the board of directors. All requests for a service animal must be provided to the Association and are subject to the written approval of the board of directors. Any pets deemed "grandfathered" pets and/or registered and approved service animals shall be subject to comply with the following provisions: (a) such pets shall not be left unattended on balconies, terraces, patios or in lanai areas, common elements or any portion of the condominium property, excluding the interior portion of the unit (b) the pet owner shall be responsible for the proper clean-up after the pet deposits its waste (c) such pet must be kept on a leash at all times when outside the condominium unit, (d) the pet must be carried at all times when on the Common Elements and/or Association Property. The Association shall have the right to require that the Unit Owner/tenant/resident or other occupant obtain a DNA test for any existing pet or future pet, as well as any service animals that reside within the condominium. A future pet shall be further defined only as a pet required to be permitted on the condominium property, pursuant to applicable state and federal regulations. The unit owner/tenant/resident and/or occupant shall be responsible for all costs associated with obtaining the required DNA test and shall provide the results to the Association within thirty (30) days of the effective date of this Amendment. The Association shall use the DNA tests to identify the damages done on property by such pets, and shall have the right to charge the owner associated

with such pet the costs for repair, in accordance with the provisions of Florida law and the governing documents of the Association. The board of directors shall have the sole right to make reasonable rules and regulations regarding service animals and any grandfathered pets.

If an animal creates a nuisance, the Board may withdraw permission to keep the pet on the Condominium Property. Residents keeping any service animals and grandfathered pets shall be fully responsible for any injury or damage caused by same. Nothing in this amendment shall be construed to be in conflict with any federal or state law or regulation relating to the keeping or use of service animals. Nothing in this amendment shall be construed in such a way as to permit discrimination against any individual in connection with the rental or sale of a dwelling because of a documented handicap.