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CERTIFICATE OF AMENDMENT TO THE
MASTER DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
KENDALL BREEZE EAST

WE HEREBY CERTIFY THAT the attached amendment to the Master Declaration of Restrictions and Protective Covenants for Kendall Breeze East, as described in Official Records Book 23389 at Page 3694, of the Public Records of Miami-Dade County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 14 day of June, 2013, at Kendall, Miami-Dade County, Florida.

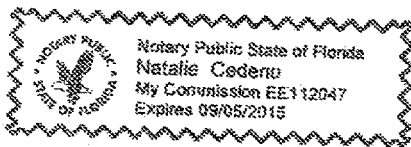
By: 
Lesley Serrano, President

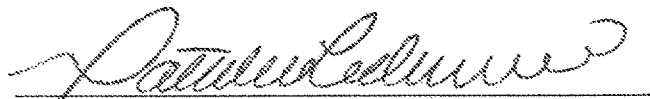
Attest: 
Mildred Escalona, Secretary

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The forgoing instrument was acknowledged before me this 14th day of June, 2013 by Lesley Serrano as President and Mildred Escalona as Secretary of Kendall Breeze East Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation, who [X] is/are personally known to me or [] has/have produced a driver's license as identification.




Notary Public -- State of Florida
Printed Name: Natalie Cedeno
Commission Expires: 9/5/15
(Seal)

AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
KENDALL BREEZE EAST

(additions indicated by underlining, deletions by "----",
and unaffected language by "...")

ARTICLE VI
USE OF PROPERTY

Section 2: ~~Rentals.~~

~~A. All lessees of a Lot shall comply with all requirements of the Declaration, Articles of Incorporation and Bylaws of the Association. Notwithstanding the rental of his/her Lot, the liability of the Owner under the Declaration shall continue. No Owner (except for the Developer) may lease a Lot or Living Unit without the prior written approval of the Association. The Association may require that a substantially uniform form of lease be used by all Owners, as such form may be approved by the Board. All leases shall provide that the Association may terminate the lease upon the tenant's default of any of the provisions of this Declaration, the Land Use Documents or the Book of Resolutions. The Association shall approve or disapprove a lease within thirty (30) days after the Board meeting immediately following submission of a complete and accurate request for approval, which request shall be accompanied by a copy of the form lease and such other information as the Board may reasonably require, together with a non-refundable application fee in an amount as determined by the Board from time to time. If the Association fails to approve or disapprove the tenancy within the thirty (30) day period, the lease shall be deemed approved. In connection with each lease, the Association may require all Owners to place in escrow with the Association a security deposit in an amount to be determined by the Association, which may be used by the Association to repair any damage to the Common Areas or other portions of the Property resulting from acts or omission of the tenants. Any balance remaining from the security deposit, less an administrative charge as may be reasonably determined by the Association, shall be returned to the Owner within thirty (30) days after the Association has been advised in writing by the Owner that the tenant has vacated the Lot. Notwithstanding anything to the contrary in this Paragraph, the provisions of this Section 2 shall not be applicable in any way to the Developer, so that the Developer may lease any Lot or Living Unit within the Property without restriction or prior approval of any entity, including the Association.~~

Section 2: Conveyances, Sales Rentals, Leases and Transfers.

In order to insure the community of congenial residents and thus protect the value of Lots, the sale, leasing, and transfer of Lots by any Owner shall be subject to the following provisions:

A. **Right of Approval.** A Lot shall not be sold, leased or transferred without the prior written approval of the Association, which approval shall not be unreasonably withheld. Any Owner who receives a bona fide offer to purchase or lease their Lot (such offer to purchase a Lot, is called an "Outside Offer," the party making any such Outside Offer is called an "Outside Offeror," and the Owner to whom the Outside Offer is made is called an "Offeree Owner"), which they intend to accept shall give notice by personal delivery or certified and/or registered mail to the Board of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board may reasonably require. The giving of such notice to the Board shall constitute a warranty and representation by the Owner who has received such Outside Offer to the Association that such Owner believes: the Outside Offer to be bona fide in all respects, as well as a request for approval of the Board of the sale or lease. The Offeree Owner shall submit in writing such further information with respect thereto as the Board may reasonably request. Not later than thirty (30) days after receipt of such notice, together with such further information as may have been requested, the Association or its designee shall notify the Offeree Owner by personal delivery or U.S. mail, facsimile or electronic transmission, of the Association's approval or denial of approval of the sale or lease.

The Association may charge a transfer fee or screening fee in connection with such Outside Offer and/or right of approval, which fee shall not be in excess of the charges reasonably required for same, and such charge shall not exceed the maximum amount allowed under the Chapter 720, Florida Statutes (as it may be amended from time to time).

In the event the Association or its designee shall fail to approve or to deny the sale or lease, such failure to approve or to deny the proposed sale or lease as permitted by Subsections 2 hereof, respectively, within thirty (30) days after receipt of notice and all additional information requested, as aforesaid, the Offeree Owner shall be free to accept the Outside Offer and in the case of a sale, the Association shall issue a certificate of approval. In the event the Offeree Owner does not consummate the sale or lease of the Lot to the approved Outside Offeror, then, Offeree Owner shall be required to again comply with all of the terms and provisions of this subsection.

Any deed or lease to an Outside Offeror shall automatically be deemed to provide that the acceptance thereof by the grantee or tenant shall constitute an assumption of the provisions of the Declaration, the By-Laws, the Articles, applicable rules and regulations, and all other agreements, documents or instruments affecting the Association, as the same may be amended from time to time.

A certificate executed and acknowledged by an officer of the Association stating that the provisions of this subsection, as applicable, have been satisfied by an Owner shall be conclusive with respect to all persons who rely on such certificate in good faith. The Board shall furnish such certificate upon request to any Owner in respect to whom the provisions of this subsection apply. The Association may charge a fee in connection

with the furnishing of such certificate, which fee shall not be in excess of the charges reasonably required for same, and such charge shall not exceed the maximum amount allowed under the Chapter 720, Florida Statutes (as it may be amended from time to time).

Notwithstanding anything herein contained to the contrary, the Board, in exercising its rights as provided in this subsection, shall not make any decision in a discriminatory manner, and no decision shall be made on the basis of race, gender, religion, national origin or physical or mental handicap; provided, however, the Association shall neither have the duty to provide an alternate purchaser or alternate lessee in the event the Association disapproves a lease, lessee, purchase and sale contract or Outside Offeror.

The Association's right of approval of the sale or lease of a Lot may be conditioned upon a personal interview of the Outside Offeror and any intended occupants of the Lot with the Board or a committee formed for such purpose, along with the requirement for letters of reference, credit and/or background searches and any other documents or information reasonably requested by the Association.

B. Gifts and Devises. Any Owner shall be free to convey or transfer his Lot by gift, to devise his Lot by will, or to have his Lot pass by intestacy, without restriction, other than the following, and provided, however, that each succeeding Owner shall be bound by, and his Lot subject to, the provisions of this Section.

In the case of the death of the Owner of a Lot, the surviving spouse, if any, and if no surviving spouse, the other member or members of such Owner's family residing with the Owner at the time of his death, may continue to occupy the said Lot; and if such surviving spouse or other member or members of the decedent Owner's family shall have succeeded to the ownership of the Lot, the ownership thereof shall be transferred by legal process to such new Owner. In the event said decedent shall have conveyed or bequeathed the ownership of his Lot to some designated person or persons other than the surviving spouse or members of his family, as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the Lot, or if under the laws of descent and distribution of the State of Florida the Lot descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board shall, within thirty (30) days of proper evidence or rightful designation served upon the President or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as Owners of the Lot. If the Board shall consent, ownership of the Lot may be transferred to the person or persons so designated, who shall thereupon become the Owner of the Lot, subject to the provisions of this enabling Declaration and By-Laws of the Association. If, however, the Board shall refuse to consent, then the Members shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase or to furnish a purchaser, for cash, for the said Lot, at the then fair market value thereof; should the parties fail to agree on the value of such Condominium Parcel, the same shall be determined by an

appraiser appointed by the senior judge of the Circuit Court in and for Miami-Dade County, Florida, upon ten (10) days' notice, on petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representatives of the deceased Owner out of the amount realized from the sale of said Lot. In the event the then Members of the Association do not exercise the privilege of purchasing or furnishing a purchaser of said Lot within such period, and upon such terms, the person or persons so designated may then, and only in such event, take title to the Lot; or such person or persons or the legal representative of the deceased Owner may sell the said Lot; but such sale shall be subject in all other respects to the provisions of this enabling Declaration and By-Laws of the Association.

C. **Leases.** No portion of a Lot (other than an entire Lot) may be rented or leased. A Lot shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. An Owner shall also be prohibited from leasing or renting his Lot more than two (2) times per calendar year or for a term of less than six (6) months. The Association shall have the right to require that a substantially uniform form of lease be used. The lease shall include a provision permitting the Association authority and standing to evict any tenant of an Owner who is in breach or violation of the lease agreement or this Declaration or the rules and regulations of the Association. In the event the Association approves a rental or lease, such approval of a lease or rental shall not release the Owner from any obligation under this Declaration, and either the lessee or the Owner shall have the right to use the facilities and Common Elements to the exclusion of the other party. Regardless of whether or not expressed in the applicable lease, if any, all Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All leases shall comply with and be subject to the provisions of this Declaration, the By-Laws, and Chapter 720, *Florida Statutes* and the provisions of same shall be deemed expressly incorporated into any lease of a Lot. This subsection shall also apply to subleases and assignments, extensions and renewals of leases. For the purposes of this Subsection, a corporate Owner may allow its officers, directors, designees, and employees to use the Lot without it constituting a lease. The Association may charge a lease approval fee not in excess of any amount provided for in Chapter 720, *Florida Statutes* (as it may be amended from time to time) as a maximum amount for such fees, but no fee shall be charged in connection with the approval of an amendment, modification, renewal or extension of a previously approved lease.

D. **Unauthorized Lease or Transactions Void.** Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

E. **Judicial Sale.** No judicial sale of a Lot or any interest therein shall be valid unless:

- (1) The sale is to a purchaser approved by the Association which approval shall be in recordable form, executed by two (2) officers of the Association, and delivered to the purchaser; or
- (2) The sale is a result of public sale with open bidding.

F. **Withholding of Consent.** Notwithstanding anything contained in this Section to the contrary, the Board shall have the absolute right to withhold consent and approval of prospective Owners or lessees, to any lease, sale, transfer, conveyance, bequest, devise, or otherwise in the event those prospective Owners or lessees by being such an Owner or lessee would automatically violate or breach a term, condition, restriction, rule or regulation, or covenant under this Declaration (as it may be amended from time to time) or Exhibits hereto. This right is in addition to, and not in lieu of, any other valid right the Board may have to withhold its consent.

G. **Rights of Mortgagee.** The foregoing provisions of this Section shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as a result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings. The assignee or successor of a mortgage originally given to an Institutional Mortgagee shall enjoy the same lights, immunities and privileges as are herein granted to said Institutional Mortgagee.

H. **No Severance of Ownership.** No part of the Common Areas may be sold, conveyed or otherwise disposed of except as an appurtenance to the Lot in connection with a sale, conveyance or other disposition of the Lot to which such interest is appurtenant, and any sale, conveyance or other disposition of a Lot shall be deemed to include that Lot's appurtenant interest in the Common Areas.

I. **Financing of purchase of Lots by the Association.** The purchase of any Lot by the Association shall be made on behalf of all Owners. If the available funds of the Association are insufficient to effectuate any such purchase, the Board may levy an Assessment against each Owner in proportion to his share of the Common Expenses, and/or the Board may, in its discretion, finance the acquisition of such Lot; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Common Areas other than the Lot to be purchased.

J. **Exceptions.** The provisions of this Section shall not apply with respect to any sale or conveyance of any Lot by (a) the Owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings or a trustee, corporation or other entity where the Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trustee, corporation or other entity, or to anyone or more of the above, or (b) the Association.

K. Mortgage of Lots. Each Owner shall have the right to mortgage his Lot without restriction.