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

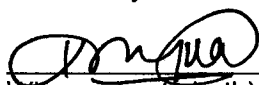
This instrument prepared by
and return to:
ANDREW I. LEWIS, ESQ.
EISINGER, BROWN, LEWIS, FRANKEL & CHAIET, P.A.
4000 Hollywood Boulevard, # 265-S
Hollywood, Florida 33021
Tel: (954) 894-8000
Fax: (954) 894-8015

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
BYRON GARDENS, A CONDOMINIUM**

BYRON GARDENS CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, (the "Association"), organized pursuant to Chapter 718, Florida Statutes, et seq., for the purpose of managing and operating Byron Gardens, a Condominium, (the "Condominium"), according to the Declaration of Condominium thereof, as recorded in Official Records Book 6871, at Page 550, of the Public Records of Miami-Dade County, Florida, as amended from time to time, (the "Declaration of Condominium"), hereby certifies that on the 24 day of September, 2012, at a duly and properly noticed and called meeting of the members of the said Association at which a quorum was present, Apartment Owners of the Condominium owning not less than eighty percent (80%) of the voting interests of the Association approved and adopted those certain Amendments to the aforesaid Declaration of Condominium, attached hereto and made a part hereof as Exhibit "A".

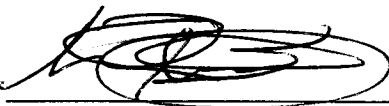
Signed, Sealed And Delivered
in The Presence Of:

BYRON GARDENS CONDOMINIUM ASSOCIATION,
INC., a not-for-profit Florida corporation



Witness (as to both)

Print Name: Kathryn Mejia



Witness (as to both)

Print Name: Alisa Cardenas

By:

JOE BAELET

DL/FL

B343-431-37-066-0

Print Name:

J. Baelet

Title:

President

Attest:

Matthew Weisberg

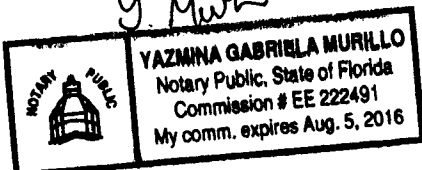
Print Name:

Matthew Weisberg

Title:

Secretary

Sworn to and subscribed and
acknowledged by Joe
Baelet
Y. Murillo who produced his driver



DL/FL
W216-550-65-110-0
License: 071
By 10/24/2012



notary

Exhibit A

Amendments to Declaration

Article X, Section 8, Article XI, Section 1.B, Article XI, Section 2.A(ii), Article XI, Section 2.B(ii) and Article XI, Section 3.B of the Declaration of Condominium of Byron Gardens, A Condominium, as recorded in Official Records Book 6871, Page 550, of the Public Records of Miami-Dade County, Florida, as amended, (the "Declaration"), all of which provisions were previously amended and consolidated into one paragraph entitled "Leasing" pursuant to that certain Amendment to the Declaration recorded in Official Records Book 17104, Page 4460, of the Public Records of Miami-Dade County, Florida, are hereby amended to read in their respective entireties as follows:

"Leasing. Each unit owner shall occupy and use such unit as a private dwelling for himself/herself and his/her own immediate family, and for no other purpose including business purposes. The leasing of units to others for business, speculative, investment or other similar purpose is not permitted. As to all current existing leases in effect as of the effective date of this amendment, these leases, if any, will terminate upon the expiration of each respective lease. No portion of an Apartment (other than an entire Apartment) may be rented. No lease of an Apartment shall be for a period of less than one (1) year, and no Apartment shall be leased more than once per calendar year. All leases shall be in writing and shall provide 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 or By-Laws of the Association, or other applicable provisions of any agreement or document governing the Condominium or administered by the Association; and (ii) to collect all rental payments due to the Apartment Owner and to apply same against unpaid assessments or other monetary obligations due and owing from the Apartment Owner to the Association if, and to the extent that, the Apartment Owner is in default in the payment of any such assessments or other monetary obligations. Leasing (including subleasing) of Apartments shall also be subject to the prior written approval of the Association, and the Association may deny permission to lease any Apartment on any reasonable grounds the Association may find, including, but not limited to, because the Apartment Owner (lessor) is delinquent in the payment of assessments or any other monetary obligation due and owing from the Apartment Owner to the Association. Every lease of an Apartment shall provide (or, if it does not, shall be 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 this Declaration (and all exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The Apartment Owner shall 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 resulting from 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 special assessments may be levied against the Apartment therefor. All leases are hereby made subordinate to any lien filed by the Association, whether prior to or subsequent to such lease. If so required by the Association, a prospective lessee wishing to lease any Apartment shall be required to place into an escrow account maintained by the Association a security deposit, in an amount not to exceed the equivalent of one month's rent, to protect against damages to the Common Elements or Association property, and which security deposit may be used by the Association to repair any damage to the Common Elements or Association property resulting from acts or omissions of the subject tenant (as determined in the sole discretion

of the Association). Payment 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. In addition, the Association may charge any Apartment Owner wishing to lease his, her or its Apartment (or any lessor wishing to sublease as Apartment) a transfer/lease approval fee, in an amount not to exceed \$100 per applicant (other than husband/wife or parent/dependent child, which are considered one applicant); provided, however, that if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made."

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE ~~LINED THROUGH~~.

Renting rules See attched*Addendum
Amendment*From: **Matthew Weisberg** (m_weisberg@hotmail.com)

Sent: Wed 9/12/12 11:35 AM

To: Joe Pecko (joe@horizonmaintenance.com); Chris (tircris@aol.com); Boban rankovic (boban_rankovic@yahoo.com); Daniel Lopez (daniellopez60@live.com); Marlene (marlene@horizonmaintenance.com)

1 attachment

AMENDMENT.Leasing_of_Units.2012-01-18[1].pdf (13.5 KB)

I would like to ad this on to the attached renting amendment for renting

Please feel free to Add on or, give your input (see attached doc)

1. Must have owned / lived in unit for fifteen month prior to leasing.
2. Must notify board in writing they would like to rent Unit
3. Prospective renter must have a credit check & back ground check prior to interview with board.
4. Prospective renter must be interviewed with 2 board members to be approved (board may decline/ reject any applicant)
5. Unit owners who are renting units must have/show proof of adequate home owners insurance
6. Units must be up to code (electrical, smoke alarms, water heaters & AC)
7. Any of the following are not met by a unit owner he/she will be subject to fines and lean on the unit in question

8. Renters must have Renters Insurance

*Matthew Weisberg
Matt Weisberg**Joe Badillo
JOE BADILLO**Y.MW 9/24/12*