

Prepared by:  
ROBERT KAYE & ASSOCIATES, P.A.  
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**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM FOR  
MIDDLE RIVER HOMES, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Middle River Homes, a Condominium, as described in Official Records Book 13327 at Page 1 of the Public Records of Broward County, Florida was/were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 1<sup>st</sup> day of Sept, 2004, at Oakland Park, Broward County, Florida.

By: [Signature]

Print: SETH LAZARUS

Attest: Tracy Black

Print: Tracy Black

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by SETH LAZARUS as President and Tracy Black as Secretary of Middle River Homes, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced L262 798594566 as identification. (FL. De. Lic)



Marilyn Mas  
My Commission DD294128  
Expires February 25, 2008

NOTARY PUBLIC:

sign [Signature]

print MARILYN MAS

State of Florida at Large

My Commission Expires:

ROBERT KAYE & ASSOCIATES, P.A.

WILL CALL 5109

**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
MIDDLE RIVER HOMES, A CONDOMINIUM**

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

18. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS. Notwithstanding anything to the contrary contained herein, no unit may be permanently occupied by more than four (4) individuals. However, in accordance with the Rules of the Association, the occupancy may exceed these limitations temporarily, upon obtaining the advance consent of the Association, for a period not to exceed fourteen (14) days in any twelve (12) month period. In order to insure the community of congenial residents and thus protect the value of the units, the sale, leasing, rental, and transfer of units by any owner other than the Developer shall be subject to the following provisions:

...

B. Rental or Lease. A condominium parcel shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld, provided, however, that no lease shall be approved for a term of less than six (6) months. The board of directors shall have the right to require that a substantially uniform form of lease or lease addendum be used and to specify a minimum term of lease, if it so desires.

In the event that the board approves a rental or lease, such lease or rental shall not release the member from any obligation under the Declaration, and either the lessee or the member shall hae [sic] the right to use the recreational facilities to the exclusion of the party not using same.

No owner of a condominium unit shall rent or lease same to any party without first giving the Association notice in writing of such proposed rental or lease. Notwithstanding anything to the contrary contained herein, no unit shall be leased during the first year of ownership. In the event title to the unit is acquired with a tenant in possession under an approved lease, the lease may continue for the duration of the existing approved lease and such one (1) year moratorium shall take effect upon completion of the approved lease period.

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