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

This Instrument Prepared by and after recording return to:

Sandra E. Krumbein, Esq.
 Ruden McClosky P.A.
 200 East Broward Boulevard, Suite 1500
 Fort Lauderdale, FL 33301

Miami-Dade County Recording Office:

Cross Reference to Declaration of Condominium recorded in Official Records Book 24224, Page 2071, of the Public Records of Miami-Dade County, Florida, as amended

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**CERTIFICATE AND AMENDMENT TO DECLARATION OF
 CONDOMINIUM OF OCEAN RESERVE CONDOMINIUM**

This instrument ("Amendment") is made as of the 30 day of July, 2010, by OCEAN RESERVE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association"), whose principal office is located at 19370 Collins Avenue, Sunny Isles Beach, Florida 33160.

WHEREAS, there has been executed and recorded in Official Records Book 24224, Page 2071, et seq., of the Public Records of Miami-Dade County, Florida, a certain "Declaration of Condominium of Ocean Reserve Condominium" as subsequently amended (hereinafter referred to as the "Declaration"); and

WHEREAS, the Board of Directors, at a Special Meeting of the Board of Directors, held on July 5, 2010, adopted a resolution to propose this Amendment to the members for their consideration; and

WHEREAS, Subparagraph A.I of Article IX of the Declaration provides that the Declaration may be amended at any annual or special meeting of the members of the Association by the affirmative vote of a majority of the "Unit Owners" (as defined in the Declaration) present at such meeting in person or by proxy; and

WHEREAS, Unit Owners, representing not less than a majority of the Unit Owners of the Association, at a duly convened Special Members' Meeting held on July 5, 2010, affirmatively voted to amend the Declaration as more particularly set forth in this Amendment.

NOW, THEREFORE, the Association hereby declares that the Declaration is hereby amended as follows.

1. The recitations set forth herein are true and correct and are incorporated herein by reference.

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2. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.

3. Paragraph G of Article IV of the Declaration is hereby deleted in its entirety and replaced by the following:

G. Additional Easements. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, through its Board, the right to grant to easements, permits and licenses over the Common Elements, or to modify or relocate any such existing easements in any portion of the Condominium Property, as the Developer or the Board, as applicable, shall deem necessary or desirable for the proper operation and maintenance of the improvements, or for the purposes of carrying out any provision of this Declaration, provided that such easements or relocation or modification of such existing easements will not prevent or unreasonably interfere with the reasonable use of the Condominium Property.

4. The introductory sentence of Subparagraph A of Article XVIII of the Declaration is hereby deleted in its entirety and replaced by the following:

A. Occupancy Restrictions. The provisions in the following paragraphs numbered "1," "2" and "3" of this Subparagraph A shall not be applicable to the Commercial Units nor to the Units owned by Developer:

5. Subparagraph A.5 of Article XVIII of the Declaration is hereby deleted in its entirety and replaced by the following:

5. Pet Restrictions. No Owner or occupant of a Unit, including lessees and guests, shall be permitted to maintain any animals in their Unit or on the Condominium Property except as otherwise provided herein. Each Owner or occupant (regardless of the number of joint owners or occupants) may maintain cats in his/her/its Unit, provided such cats (i) have been registered with the Association, (ii) are not kept, bred or maintained for any commercial purpose, and (iii) do not become a nuisance or annoyance to neighbors; provided that neither the Developer, the Board nor the Association shall be liable for any personal injury, death or 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 Developer, the Board, each Unit Owner and the Association in such regard. No Owner shall maintain a kennel anywhere on the Condominium Property. Each Owner or occupant who is permitted to maintain a properly registered cat shall comply with all of the restrictions set forth in this Paragraph governing pets. Any cat that has been properly registered may be replaced upon their death or removal from the Unit. No reptiles or other wildlife shall be kept in or on the Condominium Property (including Units). Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets must be kept on a leash no more than six (6) feet in length at all times when outside the Unit. No pets may be kept on

balconies when the Owner is not in the Unit. Violations 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 Owners and/or require any pet to be permanently removed from the Condominium Property. This Paragraph shall not prohibit the keeping of fish or a caged household-type bird(s) in a Unit, provided that a bird(s) is not kept on the Limited Common Elements and does not become a nuisance or annoyance to neighbors. No dogs of any type shall be kept in or on the Condominium Property (including Units). Notwithstanding the foregoing, any dogs that were previously permitted to be kept in Units because such dogs were: (i) properly registered with the Association; (ii) not kept, bred or maintained for any commercial purposes; (iii) not a nuisance or annoyance to neighbors; and (iv) not pit bulls or any other breed of dogs considered to be a "Dangerous Dog" (as hereinafter defined), shall not be subject to the foregoing prohibition and shall be permitted to be kept subject to compliance with all of the restrictions applicable to pets as outlined hereinabove; provided, however, such dogs may not be replaced by any other dogs upon their death or removal from the Unit. As such term is used herein, a "Dangerous Dog" is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or inflicted severe injury on a human being at any time whether on or off the Condominium Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Condominium Property, or (c) has, when unprovoked, chased or approached any person upon the streets, drives, roads, avenues, roadways and/or sidewalks, or any other portion of the Condominium Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Condominium Property (or any portion thereof), or, while lawfully on the Condominium Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault. Notwithstanding anything in this Paragraph to the contrary, trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar.

6. Subparagraph B.30 of Article XVIII of the Declaration is hereby deleted in its entirety and replaced by the following:

30. Effect on Developer. The Developer shall be exempt from all provisions contained within this Declaration, the Articles of Incorporation and By-Laws of the Association which would require the consent of the Association. However, the Developer shall not be exempt from the following: (i) if required by this Declaration, the Articles of Incorporation and By-Laws of the Association,

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requirements that leases or lessees be approved by the Association, (ii) restrictions on the presence of pets; (iii) restrictions on occupancy of Units based on age; and (iv) restrictions on the type of motor vehicles allowed to park on the Condominium Property; provided, however, Developer and its designees shall the right to be exempt from any such parking restriction if the motor vehicle is engaged in any activity relating to construction, maintenance or marketing of Units. Notwithstanding anything to the contrary in the Declaration, Articles of Incorporation or By-Laws of the Association, Developer shall be exempt from any and all provisions contained in the foregoing condominium documents that the Act and any other applicable Florida law allows.

7. A new Subparagraph B.31 is hereby added to Article XVIII of the Declaration as follows:

31. Effect on Commercial Unit Owners. In addition to the rights and privileges afforded the Commercial Units and Owners thereof, under this Declaration, the restrictions and limitations set forth in paragraphs numbered 11, 20 and 22 of this Subparagraph B shall not be applicable to the Commercial Units or Owners thereof.

8. Paragraph D of Article XVIII of the Declaration is hereby deleted in its entirety and replaced by the following:

D. Lease of Units. Units may be leased without Board of Directors of the Association approval. All leases must be in writing, and must be provided to the Association upon execution. There shall be no minimum lease term, nor any maximum number of times that a Unit may be leased or rented; provided, however, no Units shall be leased or rented for any period of time that would violate applicable local, state or federal laws or regulations or would subject the Association to regulation as a public lodging establishment because the Association may be determined to be operating or overseeing a rooming house, hotel, motel, resort condominium, non- transient apartment, bed and breakfast inn, or transient apartment. Every lease of a Unit shall specifically provide for (or, if it 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 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), and as amended from time to time. 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 resulting from acts or omissions of and to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease.

9. This Amendment shall become effective upon recording amongst the Public Records of Miami-Dade County, Florida.

10. Except as modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event of a conflict between the terms and provisions of this Amendment, and the terms and provisions of the Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations, the terms and provisions of this Amendment shall control to the extent of such conflict.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

