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

CERTIFICATE OF AMENDMENT TO SECTION 13.27 AND 13.2 OF ARTICLE 13 OF THE DECLARATION FOR STONEBROOK ("DECLARATION"), AMENDMENT TO ARTICLE 13 OF THE DECLARATION TO ADD A NEW SECTION 13.49 ENTITLED "MINOR'S USE OF MOTORIZED VEHICLES" AND SECTION 4.1 OF ARTICLE 4 OF THE BY-LAWS OF STONEBROOK HOA, INC.

THIS CERTIFICATE OF AMENDMENT is executed this _____ day of _____, 2006, by **STONEBROOK HOA, INC.**, a Florida corporation not-for-profit (the "Association").

RECITALS

WHEREAS, the Association has been established for the operation of STONEBROOK HOA in accordance with the Declaration for Stonebrook ("Declaration") and related documents which were recorded on December 09, 2003, in Official Records Book 21890, at Page 2341, of the Public Records of Miami-Dade County, Florida;

WHEREAS, pursuant to Section 4.4 of Article 4 of the Declaration an amendment to Section 13.27 and 13.2 of Article 13 of the Declaration and Article 13 of the Declaration to add a new Section 13.49 was approved by sixty-six and two-thirds (66 2/3rds) of the Board of Directors and seventy-five percent (75%) of the votes present in person or by proxy at a duly noticed meeting of the members held on the 1st day of March, 2006;

WHEREAS, pursuant to Section 13.3 of Article 13 of the By-Laws the amendment to Section 4.1 of Article 4 of the By-Laws was approved by sixty-six and two-thirds (66 2/3rds) of the Board Directors and seventy-five percent (75%) of the votes present in person or by proxy at a duly noticed meeting of the members held on the 1st day of March, 2006; and

NOW THEREFORE, the Association does hereby state as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. New language is indicated by underscored type.
Deleted Language is indicated by ~~struck through~~ type.
3. Section 13.27 of Article 13 of the Declaration entitled "Leases" is hereby amended as follows:

13.27 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed



and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. Any Owner intending to lease his Home shall provide the Association with written notice of his intent to lease the Home, along with a copy of the proposed lease and/or a standard lease application or standard Lease Addendum that may be promulgated by the Board of Directors ("Board") from time to time. The Association shall have the authority to charge a non-refundable screening fee in the sum of \$100.00 in connection with the approval required for the lease of a Home. Such fee may be increased by the Board from time to time in an amount not to exceed the highest fee as may be permitted by law. The Board, at its option, shall have the right to require a personal interview with the proposed lessee or occupant. All applicants for lease or occupancy shall submit with the application for approval a non-refundable transfer/screening fee in the sum of One Hundred Dollars (\$100.00) per applicant or such other amount as amended from time to time by the Board. The Board shall have the absolute right to disapprove a proposed lease or occupancy if: (1) approval of the proposed lessee or occupant violates any provision of this Section or the Declaration for Stonebrook, Articles of Incorporation, By-Laws and rules and regulations (hereinafter referred to as "Governing Documents"); (2) the Owner has failed to pay assessments to the Association; (3) the Owner, proposed lessee or occupant makes any material misrepresentation on any documents or information requested by the Board; (4) the Owner, proposed lessee or occupant fails to submit a completed application form; (5) the Owner fails to submit the transfer/screening fee discussed above; (6) the Owner, proposed lessee or occupant fails to submit the common area security deposit discussed below and; (7) the proposed lessee or occupant is a convicted felon whose civil rights have not yet been restored. Lessees may be required to place in escrow a security deposit in the sum of two hundred and fifty dollars (\$250.00). Such deposit may be increased by the Board from time to time but shall not exceed the highest fee permitted by law. The security deposit may be used by the Association to repair any damages to the Common Areas and Association property resulting from acts or omissions of lessees (as determined in the sole discretion of the Board). The Owner will be jointly and severally liable with the lessee to the Association for any amount in excess of such sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to Common Areas or Association property caused by the negligence of the lessee. In order to determine that the proposed lessee or occupant are familiar with the Governing Documents the Board, at its option, shall have the right to require a personal interview with the proposed lessee or occupant. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association if so requested by Association. No Home may be subject to more than two (2) leases one (1) lease in any twelve (12) month period,

regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be for less than thirty (30) days one (1) year. No subleasing or assignment of lease rights by the lessee is permitted. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home received in-home care by a professional caregiver residing within the Home.

4. Section 13.2 of Article 13 of the Declaration entitled "Animals" is hereby amended as follows:

13.2 Animals. No animals of any kind shall be raised, bred or kept within Stonebrook for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Miami-Dade County ordinances up to a limit of two (2) such pets weighing thirty (30) or less pounds each per Home and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within a enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Stonebrook designated for such purpose, if any, or on that Owner's Home. That person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

5. Article 13 of the Declaration was amended to include a new Section 13.49 entitled "Minor's Use of Motorized Vehicles" as follows:

13.49 Minor's Use of Motorized Vehicles. No unlicensed minors are permitted to operate any motorized vehicle including but not limited to mini-bikes at any time within Stonebrook.

6. Section 4.1 of Article 4 of the By-Laws entitled "Number" was amended as follows:

4.1 Number. The affairs of Association shall be managed by a Board of odd number consisting of no less than three (3) persons

and no more than nine (9) persons as determined by the Board from time to time. Board members appointed by Developer need not be Members of Association. Board members elected by the other Members must be Members of Association.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this 25 day of August, 2006.

Witnesses:

[Signature]

Print Name: JORGE AGUERO

[Signature]

Print Name: JACKIE SALCEDO

[Signature]

Print Name: Chantelle Hurst

[Signature]

Print Name: FELIPE SIERRA

STONEBROOK HOA, INC., a Florida corporation not-for-profit

[Signature]
BY: Nazy Sierra, President

[Signature]
BY: JACKIE SALCEDO, Secretary

(Seal of Corporation)

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 25 day of August, 2006, by **Nazy Sierra as President and Jackie Salcedo as Secretary of Stonebrook, HOA, Inc.**, a Florida corporation, on behalf of the corporation. They are personally known to me and/or have produced Florida Driver's License Number _____ and _____ as identification.

Alina M. Oliva
Notary Public - State of Florida
Print Name: _____
My Commission Expires: _____

This instrument prepared by:
Caridad Rusconi, Esquire
SIEGFRIED, RIVERA, LERNER, DE LA TORRE & SOBEL, P.A.
201 Alhambra Circle, Suite 1102
Coral Gables, FL 33134
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STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on September 14 day of 2006 A.D.
WITNESS my hand and Official Seal.
HARVEY RUVIN, CLERK of Circuit and County Courts
By: [Signature]

