

**AMENDMENTS TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR SILVER SHORES MASTER ASSOCIATION, INC.**

(Additions are indicated by underline; deletions by -----)

ARTICLE 8
Use Restrictions

SECTION 8.31. Leasing. A lessee of any portion of the Committed Property shall by execution of such lease, be bound by all applicable terms and provisions of this Master Declaration and be deemed to, accept his leasehold estate subject to this Master Declaration, agree to conform and comply with all provisions contained herein and allow the lessor or the Master Declaration to fulfill all obligations imposed pursuant thereto. As provided for in this section, the Association must approve any lease of a Unit. Included within the foregoing is any renewal of a lease in force at the time of approval of this amendment. All leases of a Unit must be in writing and specifically be subject to this Declaration, the Articles, the By Laws, and Rules and Regulations and copies delivered to the Association prior to occupancy by the tenant(s). Without the prior written consent of the Association, which may be withheld in the Association's sole discretion, no lease shall be for a period of less than six (6) months or greater than one (1) year. Any person(s) occupying a Unit longer than a fourteen (14) day period in the absence of the Owner shall be deemed occupying the Unit pursuant to a lease, regardless of the presence of absence of consideration with respect to the occupancy. Notwithstanding the foregoing, an Owner may permit members of his/her immediate family to occupy his/her Unit as a guest in his absence for periods of less than fourteen (14) days, provided the Association is given written notice of such occupancy. Subleases, room rentals and Assignments of Lease are prohibited. After approval, Units may be leased, provided the occupancy is only by the Lessee, his family and social guests in accordance with Article 8.3 of this Declaration. No Unit may be leased during the twenty-four (24) months following the date of conveyance or transfer of title or other ownership interest to the Unit. This provision shall not apply to any Unit Owners who own their Unit on the effective date of this amendment, nor does it operate to invalidate any leases which are valid on the effective date of this amendment. The prohibition against leasing during the first twenty-four (24) months of ownership shall not apply to the Association's ownership of a Unit in the event the Association obtains title to a Unit through a foreclosure action or by a deed in lieu of foreclosure.

(a) Procedure for Lease. All leases shall be subject to prior approval of the Association. Approval shall not be unreasonably withheld. Within a reasonable time, not less than thirty(30) days prior to the commencement of the proposed lease term (or renewal), an Owner or his agent shall apply to the Association, in accordance with the following procedures for approval of such lease. The Unit Owner shall, before accepting any offer to lease or rent his or her Unit, deliver to the Board of Directors of the Association a written notice containing the terms of the offer that has been received or which he or she wishes to accept, the name and address of the person(s) to whom the proposed lease is to be made, copies of driver's licenses or other official identification of

the proposed adult occupants and three individual references (local, if possible), and such other information that the Board of Directors deems necessary in its sole discretion. (to be requested within ten (10) days from receipt of such notice) as may be required by The Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned. The Board of Directors shall have the right to require a substantially uniform form of lease be used or in the alternative, the Board's approval of the lease form to be used shall be required. In addition, simultaneously with the giving of a notice to lease or rent his or her Unit, the Association may require the payment of a preset screening fee of \$100.00 per occupant (over 18 years of age), or the maximum amount allowable by law. The Association may waive the application requirement if the tenant/tenants has/have resided in the Unit pursuant to an approved lease or other occupancy prior to the effective date of the instant lease. However, this shall not be construed as to allow leasing, renting, or occupancy by persons other than permitted guests without the advance written approval of the Board. The Association may further require a background investigation as to the proposed lessee's finances, credit history, criminal history, residential history or otherwise. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease within thirty (30) days after receipt of the application, complete with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval.

(b) Owner Obligation's to Provide Lease and Ensure Behavior of Tenant. It shall be the Owner's obligation to furnish the lessee with a copy of the Declaration and applicable Rules and Regulations. Each lease, or addenda attached thereto, shall contain an agreement of the lessee to comply with the Declaration and applicable Rules and Regulations and shall provide or be deemed to provide that any violations of the aforementioned documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Owner shall have a duty to bring his or her tenant/tenants conduct and actions into compliance with the Declaration and applicable Rules and Regulations by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the tenant into compliance with the Declaration and applicable Rules and Regulations, the Association shall then have the authority to act as agent of the Owner, regardless whether the lease contains such authority, to undertake whatever action is necessary to abate the tenant/tenants non-compliance with the aforementioned documents, including without limitation the right to institute an action for eviction against the tenant/tenants in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Owner which shall be secured by assessment in the same manner as common expense charges.

(c) Security Deposit In addition to the other requirements associated with a lease as stated in this section and elsewhere in this Declaration, the Association shall require a security

deposit subject to the following terms and conditions. Upon approval by the Association of an approved lease as elsewhere provided herein and prior to occupancy of a Unit, the person seeking approval to lease the Unit or the Owner of the Unit ("remitter / lessee") shall be required to remit to the Association certified funds in the amount of ONE THOUSAND AND 00/100 (\$1000.00) DOLLARS to be utilized as a deposit as hereinafter described.

The sums shall be held in escrow by the Association pursuant to the following terms and conditions:

- (i) All sums received by the Association under this provision will be kept in a non-interest bearing account and shall not be commingled with other funds of the Association.
- (ii) The sums tendered relative to any lease shall be disbursed to the Association if there is damage to the common areas including but not limited to clubhouse facilities as a result of the negligence of the Unit Owner, his guests lessees, and invitees.

After written notification of the termination of the lease the sum shall be disbursed to the remitter / lessee within fifteen (15) days subject to any deductions for damages to the common area as provided above. Should there be damage to the common elements by the tenant, his guest or invitees, the Association shall be entitled to possession of the deposited funds. Any approval by the Association as elsewhere provided herein is conditional upon remittance of the security deposit and any occupancy without submission of the security deposit will be deemed the approval void and will subject the occupants to eviction.

(d) Disapproval of Leasing. If the Association disapproves a proposed lease (or renewal), the Owner shall receive a statement indicating same and the lease shall not be made or renewed. Any rental of a Unit made in violation of this Declaration shall be voidable and the Association may invoke any remedies provided by law, including but not limited to the initiation of immediate eviction proceedings to evict the unauthorized persons in possession. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application. Approval of a lease of the Association shall be withheld only if a majority of the entire Board so votes. The Board may consider the following factors and may confer with counsel in reaching its decision. The following may be deemed to constitute good cause for disapproval:

(i) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration or applicable Rules and Regulations Documents or the occupancy is inconsistent with the aforementioned documents.

(ii) The person seeking approval (which shall include all proposed occupants) has ~~been convicted of a felony~~ a criminal history involving violence to persons or

property, or demonstrating dishonesty or moral turpitude.

(iii) The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts.

(iv) The Owner allows a prospective lessee to take possession of the premises prior to approval by the Association as provided for herein.

(v) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or Associations.

(vi) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

(vii) All assessments, fines and other charges against the Unit have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

(e) Responsibility of Owner for Lessees. The Owner shall be responsible for the negligence, conduct, acts, or omissions of the Owner's Guests, Lessees and Invitees. The Owner shall be responsible for any damage caused to the Association's common areas by the Owner's Guests, Lessees and Invitees. In the event of non-payment by the Owner of any damage to the common areas, such amounts will be considered assessments and collectable in the manner as provided in Article 6 of the Declaration.

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
SILVER SHORES MASTER ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants, Restrictions and Easements for Silver Shores Master Association, Inc. as recorded in Official Records Book 23967 at Page 0755, et seq. of the Public Records of Broward County, Florida was adopted by the approval of Voting Members representing two-thirds (2/3rd) of the total votes of the membership at a meeting held on October 6, 2014.

IN WITNESS WHEREOF, we have affixed our hand this 7th day of October, 2014 at Miramar, Florida

SILVER SHORES MASTER ASSOCIATION, INC.
a Florida not-for-profit corporation

By: Morris Hatcher

Morris Hatcher, President

By: Antero Garcia

ANTERO GARCIA, Secretary

WITNESS

Sign: Dott Robinson

Sign: Amisa Kumar

Print Name: Dott Da Costa Robinson

Print Name: AMISA KUMAR

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 7th day of Oct, 2014, by Morris Hatcher, as President and Antero Garcia, as Secretary of Silver Shores Master Association, Inc. a Florida not-for profit corporation.

Personally Known OR
Produced Identification _____

Type of Identification

NOTARY PUBLIC-STATE OF FLORIDA

Sign: Mayelin Samper

Print: Mayelin Samper

