

Prepared by and return to:  
Lisbet Campo, Esq.  
Law Offices of Lisbet Campo, P.A.  
10041 Bird Road  
Miami, Florida 33165

**FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR  
BRITTANY'S PLACE, A CONDOMINIUM**

**THIS AMENDMENT** to the Declaration of Condominium for Brittany's Place, a Condominium, is made by Brittany's Place RB-JC, LLC, a Florida Limited Liability Company, (the "Developer") and fee simple title holder of the lands submitted to the provisions of said Declaration and the lands affected by this Amendment.

**WITNESSETH:**

**WHEREAS**, Developer executed this Declaration of Condominium for Brittany's Place, a Condominium (the "Condominium") which was filed for record July 14, 2006, in Official Records Book 15244, Page 273-502, and subsequent pages, of the Public Records of Pinellas County, Florida (the "Declaration"); and

**WHEREAS**, in accordance with the provisions of the Condominium Act and the rights conferred unto the Developer pursuant to the Declaration, Developer desires to amend the Declaration in order to change certain provisions as shown below.

**NOW THEREFORE**, in consideration of the premises, Developer hereby amends the Declaration as follows:

1.) Declaration of Condominium, Section XV, Paragraph GG will be deleted in its entirety.

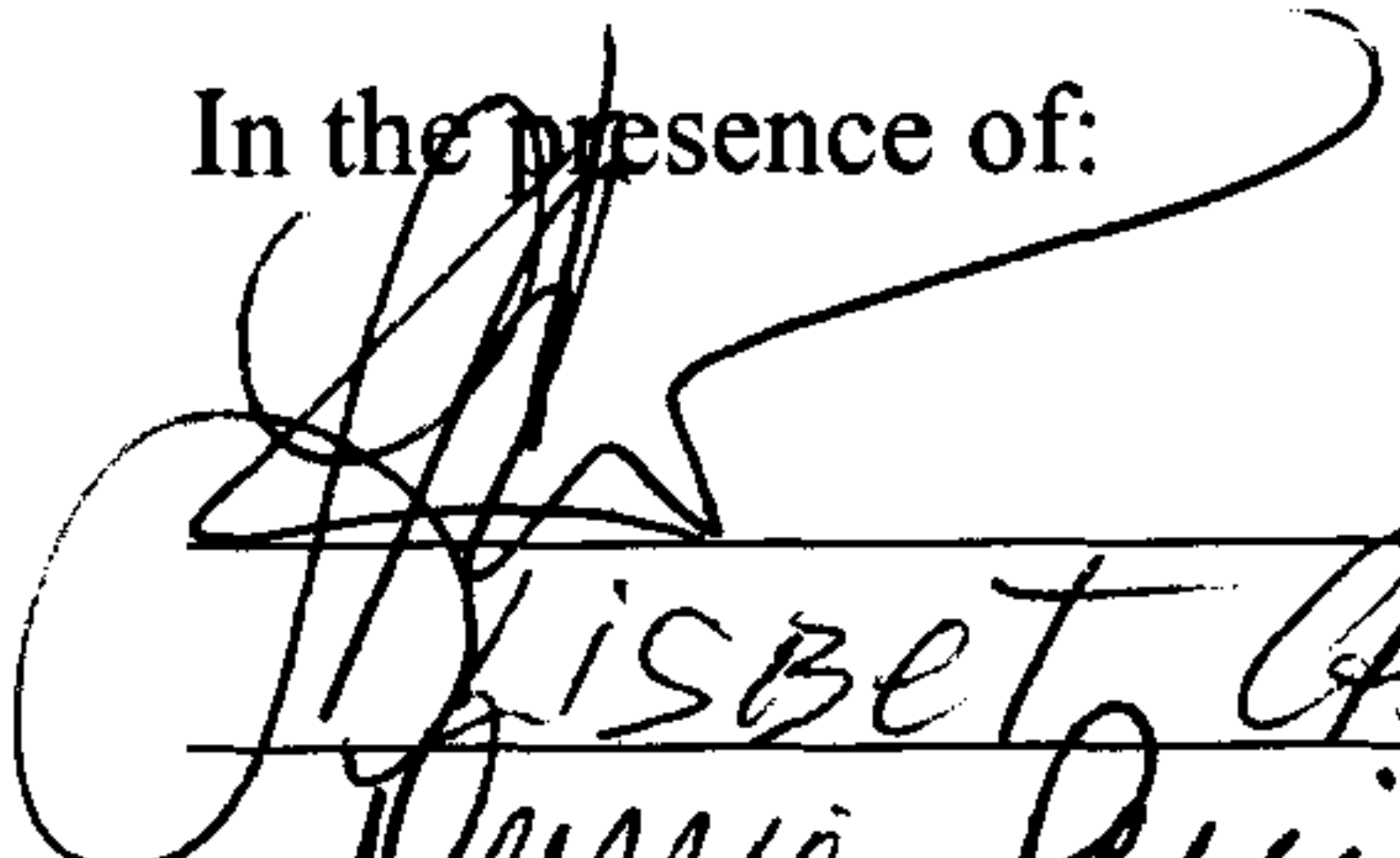
~~GG. Approval of sales, rental or, lease or transfer of Unit: Prior to the sales, rental or, lease or transfer of any Unit to any person other than the transferor's spouse or member of his immediate family, any other Unit Owner or a member of his immediate family, or the Association, the Unit Owner shall notify the secretary of the Association in writing of the name and address of the person to whom the proposed sale, rental or, lease or transfer is to be made and the terms and conditions thereof, including but not limited to, furnishing copies of any contract for sale and purchase, agreement for lease, or proposed lease, and such other information as may be required by the Board of Directors. Failure to do so shall be deemed a breach hereof, and any transfer in contravention of this Declaration shall be null and void and confer no title or interest to the intended purchaser, lessee or transferee unless subsequently approved by the Association. Within thirty days of receipt of said notice by the Secretary, and such supplemental information as it requires, the Board of Directors shall either approve or disapprove the proposed lease sale or transfer, in writing, and shall notify the Unit Owner of its decision. The right to disapprove shall hbe exercisable only as a means for insuring a lawful purpose that serves~~

~~the best interest of the Association and its members. Failure by the Association to act within said thirty days shall be tantamount to its consent. The Condominium Association and/or its agents may charge a fee for the approval. The amount shall be reasonable and shall not violate Chapter 718.~~

2.) Bylaws section 4.16 (e) will be revised as follows:

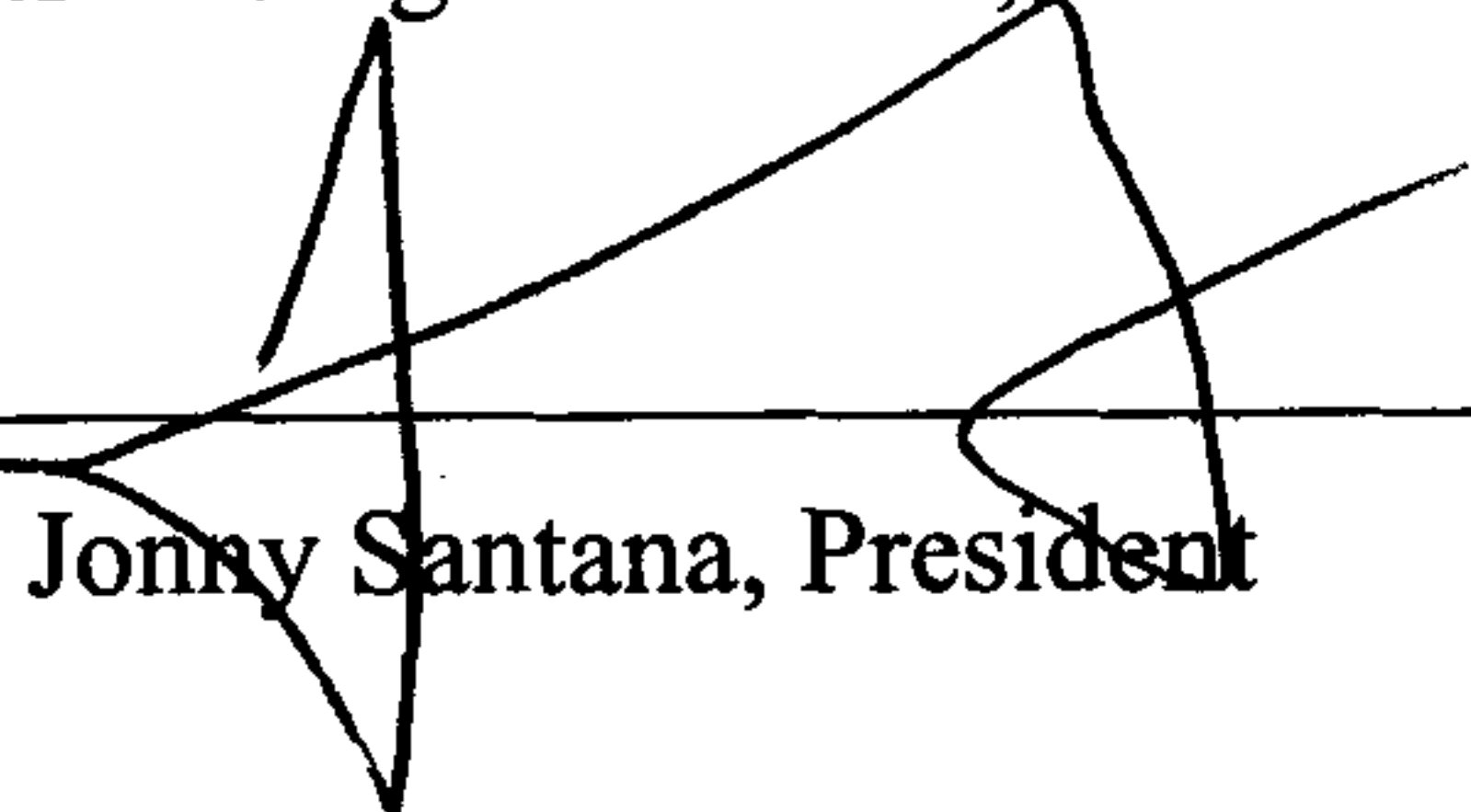
(e) Five ~~Seven~~ years after recordation of the Declaration of Condominium in the public records; or in the case of an Association, which may ultimately operate more than one condominium, five (5) ~~seven (7)~~ years after recordation of the Declaration for the first Condominium it operates; or, in the case of an Association operating a phase Condominium created pursuant to s. 718.403, five (5) ~~seven (7)~~ years after recordation of the Declaration creating the initial phase, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units, in Condominiums with fewer than 500 Units, and two percent (2%), in Condominiums with more than five hundred (500) Units, of the Units in a Condominium that will be operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority of members of the Board.

**IN WITNESS WHEREOF**, Brittany's Place RB-JC, LLC, a Florida Limited Liability Company, has caused the foregoing amendment to be signed in its name by its duly authorized officer and the corporate seal to be affixed this 13 day of September, 2006.

In the presence of:  
  
Lisbet Campo  
Damaris Pereira  
Damaris Pereira


Brittany's Place RB-JC, LLC, a Florida Limited Liability Company

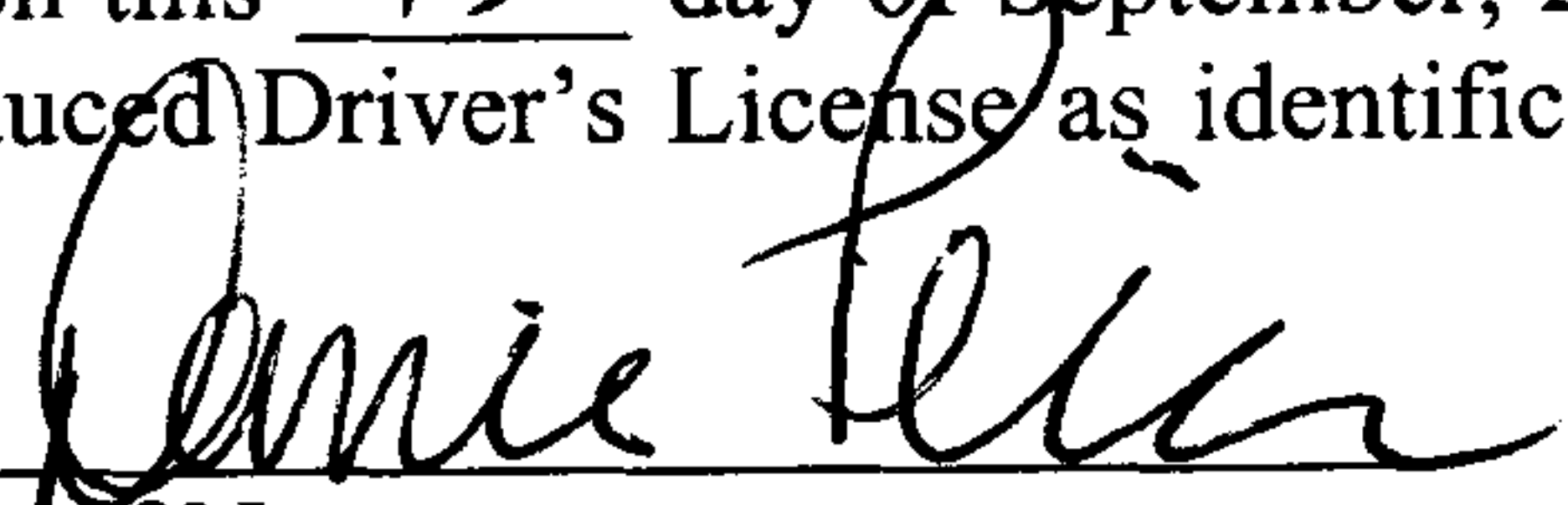
By its Manager Member, JS-II Management, Inc.

  
By: Jonny Santana, President

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by Jonny Santana as President JS-II Management, Inc., a Florida Corporation, Manager Member of Brittany's Place RB-JC, LLC, a Florida Limited Liability Company, on this 13 day of September, 2006, who is personally known to me or who has produced Driver's License as identification and who did(did not) take an oath.

 **Damaris Pereira**  
Commission #DD362722  
Expires: OCT. 14, 2008  
www.AARONNOTARY.com

  
Name of Notary: \_\_\_\_\_