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 DR Bk 27234 Pgs 1930 - 1932 (3pgs)  
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 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by, or under the supervision of (and after recording, return to):

Gary A. Saul, Esq.  
 Greenberg Traurig, P.A.  
 1221 Brickell Avenue  
 Miami, FL 33131

**AMENDMENT TO ARTICLES OF INCORPORATION  
 FOR  
 QUANTUM ON THE BAY MASTER ASSOCIATION, INC.**

**THIS AMENDMENT** is made as of the 30 day of March, 2010 by TERRA-ADI INTERNATIONAL BAYSHORE, LLC, a Florida limited liability company ("Terra"), to those certain Articles of Incorporation (as amended from time to time, the "Articles") for QUANTUM ON THE BAY MASTER ASSOCIATION, INC. a Florida not for profit corporation (the "Association"). Unless the context otherwise requires, any capitalized term not defined but used herein shall have the meaning given to such word or words in the Articles and/or the Declaration of Covenants, Restrictions and Easements for Quantum on the Bay recorded December 21, 2007 in Official Records Book 26121, Page 4294, of the Public Records of Miami-Dade County, Florida (as amended from time to time, the "Declaration").

**RECITALS**

A. As set forth in the Declaration, Terra is the "Developer" and/or "Declarant", and as such, it shall have the rights afforded to the Developer and/or the Declarant as set forth in the Articles, the Bylaws of the Association and the Declaration.

B. Pursuant to Section 13.3 of the Articles and Section 7.1 of the Bylaws of the Association, Developer, for so long as it, or its affiliates, owns any Lot governed by the Association, may unilaterally amend the Articles without requiring the consent or joinder of any Owner and/or the Association.

C. Terra presently owns Lots governed by the Association and now desires to amend the Articles in the manner set forth below.

**NOW, THEREFORE**, in consideration of the premises and by virtue of the authority of Declarant as hereinabove set forth, the Articles are hereby amended and supplemented as follows:

1. Section 5.2(e) of the Articles is hereby amended to read in its entirety as follows (with added text underlined and deleted text struck through):

5.2 (e) To the extent provided in the Declaration, to ~~To~~ make and amend reasonable rules and regulations for the maintenance, conservation and use of The Properties and for the health, comfort, safety and welfare of the Owners.

2. Section 6.3 of the Articles is hereby amended to read in its entirety as follows (with added text underlined and deleted text struck through):

6.3 Voting. The Association shall have two (2) classes of voting membership:

Class A Members shall be all those Owners, as defined in Section 6.1, with the exception of the "Declarant" (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify) and each Owner shall be entitled to cast the number of votes (including fractional votes) equal to the percentage obligation from time to time of such owner for expenses of the Master Association, through a designated Voting Member, which Voting Member shall be the applicable Unit or Lot Owner, or that person designated by each Owner, as having the authority to lawfully cast a vote on behalf of such Owner. ~~Notwithstanding the foregoing, Class A Members who are also members of a Neighborhood Association shall only vote through a Voting Member and said Class A Members shall be entitled to elect from among themselves, respectively, one Voting Member for each such respective Neighborhood Association, each such Voting Member to have and cast the number of votes (including fractional votes) equal to the aggregate percentage obligation of the Condominium Units represented by the Neighborhood Association (as determined in the manner set forth in Section 7.2 of the Master Covenants). By way of example only, if The Properties only consisted of two (2) Residential Lots and Lot 1 contained 500,000 sellable square feet and Lot 2 contained 750,000 sellable square feet, then the Voting Member representing the Neighborhood Association governing Lot 1 would cast 40 votes (inasmuch as the owners of Condominium Units in Lot 1 would be responsible for 40% (500,000/1,250,000) of the total expenses of the Association), and the Voting Member representing the Neighborhood Association governing Lot 2 would cast 60 votes (inasmuch as the owners of Condominium Units in Lot 2 would be responsible for 60% (750,000/1,250,000) of the total expenses of the Association). The first election of such Voting Member for a particular Neighborhood Association shall be conducted at or immediately following the meeting at which control of such Neighborhood Association is turned over to its members other than the developer/declarant (i.e., at which the non-developer/declarant members elect a majority of the board of directors) and prior to such time, the Voting Member for the members within the Neighborhood Association shall be the developer of the community governed by the Neighborhood Association. At such time, and at all times thereafter, the Neighborhood Association shall elect its Voting Member in the same manner as it elects its board of directors, subject to the same rules as those applicable to its directors as to the term of office, removal, replacement and other matters. In the event that the members of a Neighborhood Association do not elect a Voting Member, the President of such Association shall perform the duties of the Voting Member.~~

Class B Member. The Class B Voting Member shall be the Declarant, or a representative thereof, who shall have and cast one (1) vote in all Association matters, plus two (2) votes for each vote which may be cast, in the aggregate, by the Class A Members and/or Voting Members. Such Class B Voting Member may be removed and replaced by the Declarant in its sole discretion. The Class B membership shall cease and terminate at such time as the Declarant elects, but in no event later than the time period set forth in Section 6.5 below.

All votes shall be exercised or cast in the manner provided by the Master Covenants and By-Laws.

Except as specifically amended hereby, the Articles shall remain in full force and effect in accordance with their terms.

*\*\*\*Signatures are contained on the following page\*\*\**

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year first above written.

Signed in the presence of:

Terra-ADI International Bayshore, LLC, a Florida limited liability company

By: Quantum on the Bay Holdings, LLC, a Delaware limited liability company, its Managing Member

By: Terra-ADI International Management, LLC, a Florida limited liability company, its Managing Member

Elizabeth C. Rojas  
Name: Elizabeth C. Rojas

[Signature]  
By: Pedro A. Martin, Manager

[Signature]  
Name: RAFAEL FERNANDEZ

[CORPORATE SEAL]

Address: 990 BISCAYNE BLVD.  
MIAMI, FL 33132

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

The foregoing Declaration was acknowledged before me, this 30 day of March, 2010, by Pedro A. Martin, as Manager of Terra-ADI International Management, LLC, a Florida limited liability company, as Managing Member of Quantum on the Bay Holdings, LLC, a Delaware limited liability company, as Managing Member of Terra-ADI International Bayshore, LLC, a Florida limited liability company, on behalf of said entities. He is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Name: Sandra Ramos

My Commission Expires:  
4/30/2012

Notary Public, State of Florida  
Commission No.: DD0784430

(Notarial Seal)

