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Sharon R. Bock, CLERK & COMPTROLLER
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This instrument was prepared by:
MARK D. FRIEDMAN, ESQ.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401
(W-C 112)

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF GREENBRIER A CONDOMINIUM

WHEREAS, the **Declaration of Condominium** for **Greenbrier A Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2045** at Page **1571**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Greenbrier A Condominium Association, Inc.**, a Florida not-for-profit corporation, held **August 12, 2010**, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration of Condominium is a true and correct copy of the amendment as amended by the membership.

NOT CERTIFIED COPY

AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR GREENBRIER A CONDOMINIUM

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text indicated by "…")

X

ASSESSMENTS

The Association whose name appears at the end of this instrument , through its Board of Directors, has delegated to the Management Firm the power of said Association to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property, and such other sums as are specifically provided for in this Declaration and the By-Laws, and Exhibits attached hereto, for such period of time as provided in the Management Agreement, and thereafter, the said Association, through its Board of Directors shall have such powers. The portion of the common expenses under the Long-Term Lease shall be fixed and determined by the Lessor, as provided under said Long-Term Lease. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and this Declaration and Exhibits attached thereto.

The common expenses shall be assessed against each Condominium parcel owner, as provided for in Article VI of this Declaration. Assessments and installments that are unpaid for over ten (10) days after due date, shall bear interest at the highest rate permitted by law ~~rate of ten percent (10%) per annum~~ from due date until paid.~~, and at the sole discretion of the Management Firm and/or the Board of Directors.~~ A late charge of $25.00, or such higher amount as may be permitted by law from time to time, shall be due and payable in addition thereto.

The Association and the Management Firm, as long as the Management Agreement remains in effect, shall have a lien on each Condominium parcel for unpaid assessments together with interest thereon against the unit owner of such

Condominium parcel, together with a lien on all tangible property located within said unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association and Management Firm incident to the collection of such assessment or the enforcement of such lien, together with all sums advanced and paid by the Association or the Management Firm for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association or Management Firm in order to preserve and protect the lien, shall be payable by the unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a unit owner in payment of his obligation under the Long Term Lease and Management Agreement. The Management Firm, as long as the Management Agreement remains in effect, and the Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in their best interests. Said lien shall be effective as and in the manner provided for in the Condominium Act and shall have the priorities established by said Act. The Management Firm, as long as the Management Agreement remains in effect, and the Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid, all sums due as provided herein, covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium parcel and the Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect sums from the unit owners and/or occupant.

Where the Mortgagee of an Institutional Mortgage of record, or other purchaser of a Condominium unit, obtains title to a Condominium parcel as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns shall ~~not~~ be liable for the share of common expenses or assessment by the Management Firm or the Association pertaining to such Condominium parcel or chargeable to the former unit owner of such parcel which became due prior acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure <u>to the extent permitted by Chapter 718, Florida Statutes, as amended from time to time</u>. ~~Such~~ <u>Any</u> unpaid share of common expenses or assessments shall be deemed to be common expenses, collectable from all of the unit owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in a unit, except through foreclosure of an Institutional First Mortgage of record, as specifically provided in the Paragraph immediately preceding, including without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid. The Management Firm, as long as the Management Agreement remains in effect and, thereafter, the Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any unit owner or group of unit owners, or to any third party.

* * * * *

[Signature Page to Follow]

NOT A CERTIFIED COPY

WITNESS my signature hereto this 31st day of August, 2010, at Palm Beach County, Florida.

GREENBRIER A CONDOMINIUM ASSOCIATION, INC.

Witness
HERBERT FINKELSTEIN
(PRINT NAME)

By: Jeanette Veglia
President Pro Tem

Witness
Patricia Caputo
(PRINT NAME)

Attest: Dorothy Marcuso
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 31st day of AUGUST 2010, by JEANETTE VEGLIA and DOROTHY MARCUSO, as PRES. PRO T. and ~~DOROTHY~~ SECR., respectively, of **Greenbrier A Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced ____________________ as identification and did take an oath.

______________________ (Signature)

NOTARY PUBLIC STATE OF FLORIDA
KURT M. WEISS
MY COMMISSION # DD 817808
EXPIRES: December 26, 2012
Bonded Thru Budget Notary Services

KURT M. WEISS (Print Name)
Notary Public, State of Florida at Large

ACTIVE: 3067281_1

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