

**AMENDMENT TO THE DECLARATION
OF CONDOMINIUM AND BY-LAWS OF
GREENBRIER A CONDOMINIUM**

As Recorded in Official Records Book 2045, Page 1571
Public Records of Palm Beach, Florida:

As used herein (unless substantially reworded) the following shall apply:

- A. Words in text which are ~~lined through~~ with hyphens indicate deletions from present text.
- B. Words in text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis (. . .) appears in the text this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

We hereby certify that the 1999 UCO Model Documents, Master Amendment recorded in Official Record Book 11019, Page 728, Public Records of Palm Beach County, Florida, which adopts the Master Declaration and By-Laws as ~~Recorded~~ in Official Record Book 11019, Page 755, Public Records of Palm Beach County, Florida, were approved by the affirmative vote of the Voting Members casting not less than fifty-one per cent (51%) of those present in person or by proxy at a duly called meeting on 3/30/2008 to include the following inserts to the Master Amendment and Declaration:

- 1. The Association shall be incorporated.
- 2. There is ~~A~~ "Pool Area" as described in Articles XIV and XIX of the Master Declaration.
- 3. See attached Exhibit.

Greenbrier A Condominium Association, Inc.

By: Patricia Caputo
President

Attest: Jean Siciliano
Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 1st day of May, 2012, by Patricia Caputo President, and Jean Siciliano Secretary. Both are personally known to me and [] did or [] did not take an oath. The President (please check one of the following) [] is personally known to me or [x] has produced Florida Driver License (type of identification) as identification and (please check one of the following) [] did or did not take an oath; the Secretary (please check one of the following) [] is personally known to me or [x] has produced Florida Driver License (type of identification) as identification and (please check one of the following) [] did or [] did not take an oath.

Barbara Scott, Notary Public

Barbara Scott, Printed Notary Name

My Commission Expires: 11/18/2015



BARBARA SCOTT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE130316
Expires 11/18/2015

**1999 UCO Model Documents
Exhibit to Amendment to the Declaration and Bylaws
For Greenbrier A Condominium**

Those portions of the Declaration and Bylaws which are listed below constitute changes and deviations from the 1999 UCO Model Documents passed by the membership with the Model Documents:

1. Article VI of of Declaration, "Common Expense and Common Surplus", is amended to read:
Common expenses shall also include reasonable transportation services, insurance for officers and directors, road maintenance and operation expenses, ambulance, cable television, and security services which are reasonably related to the general benefit of the unit owners even when such services and expenses are not attached to or part of the common elements of the Condominium.

2. Article XI of the Declaration "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Condominium Units" is amended to read:

A. SALE OR RENTAL OF UNITS – Association to Have First Right of Refusal.

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Provided, however, each owner shall use such apartment as a private dwelling for himself or herself and his or her immediate family, and for no other purpose including business purposes. Therefore, the leasing of apartments to others as a regular practice, for business, speculative investment, or other similar purposes is not permitted. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to an owner to lease his or her apartment one time during the ownership of the apartment, to a specified lessee.

The provisions of this Amendment shall not apply to leases already reviewed and approved by the Association or to already approved transfers of ownership. However, this Amendment shall apply to approved purchasers of units after the effective date of this amendment as provided in Section 718.110(13) Florida Statutes.

B. MORTGAGE AND OTHER ALIENATION OF UNITS

1. A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association or Management Firm, except for a first mortgage to an Institutional Mortgagee, as hereinbefore defined. The approval of any other mortgagee may be conditioned upon the mortgage holder subordinating the mortgage behind the Associations lien rights for unpaid assessments or upon conditions determined by the Board of Directors of the Association or Management Firm, and said approval, if granted, shall be in recordable form, executed by two Officers of the Association or Management Firm.

2. After judicial sale of a unit, or any interest therein, through foreclosure or any other judicial process, the sale and purchaser must still be approved by the Association or Management Firm, which approval shall be in recordable form, executed by two Officers of the Association or Management Firm, and delivered to the purchaser.

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6. Special Provision re Sale, Leasing, Mortgaging, or Other Alienation by certain Mortgagees and Developer, and the Management firm:

(a) An Institutional First Mortgagee holding a mortgage on a Condominium parcel, or the Management Firm, or the Lessor under the Long-Term Lease, upon becoming the owner of a Condominium parcel through foreclosure, or by Deed in Lieu of Foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses, or the lien under the Long-Term Lease, may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or mortgage said parcel, or occupy said parcel, without the prior written approval of the Board of Directors or Management Firm. The provisions of Section A. and B, No. 1-5, of this Article XI, shall apply to such Institutional First Mortgagee, or the Management Firm, or the Lessor under the Long-Term Lease, or acquirer of title, as aforescribed in this paragraph. After judicial sale of a unit, or any interest therein, through foreclosure or other judicial process, the sale and purchaser must still be approved by the Association or Management Firm, which approval shall be in recordable form, executed by two Officers of the association or Management firm, and delivered to the purchaser.

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3. Article XIII of the Declaration, "Use and Occupancy" is hereby amended to read:

The owner of a unit shall occupy and use his apartment unit as a single family private dwelling, for himself and the adult members of his family, and his social guests while he is residing, who may visit for 30 days per year, and for no other purpose. Only the owner's adult children may occupy the unit in the owner's absence, with prior approval of the Board of Directors.

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No children under fifteen (15) years of age shall be permitted to reside in any of the units or rooms thereof in this Condominium, except that children may be permitted to visit and temporarily reside for reasonable periods, not in excess of 30 days, in any calendar year.

Housing for Older Persons

This Condominium shall be "housing for older persons", as such term is defined in the Federal Fair Housing Amendment Act of 1988.

To demonstrate the intent by the Association to provide housing for persons over fifty five (55) years of age and older and inasmuch as this Association was designed as part of an adult community, it shall be required, as of the effective date of this amendment, that at least eighty (80) percent of the units must be occupied by at least one (1) person fifty five (55) years of age or older per unit. This amendment shall include any units under leasehold, if any.

The Board upon application and review, may grant exceptions to occupancy and allow a limited number of persons under the age of fifty five (55) years to occupy units within the condominium when this Board finds undue hardship to the applicant.

All prospective owners, lessees or occupants shall be notified of this restriction and must show proof of age. This restriction and its enforcement is not an admission that the condominium in any way engages in interstate commerce or in any way subject to Federal laws on housing.

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No animals or pets of any kind shall be kept in any unit, or on any property of the Condominium, except specially trained dogs for handicapped residents who are hearing or sight impaired; provided that they are not kept, bred or maintained for any commercial purposes, and further provided that such service animals causing or creating a nuisance or unreasonable disturbance, shall be permanently removed from the property subject to these restrictions, upon three (3) days written notice from the Board of Directors of the Association.

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4. Article IV of the Bylaws, "Directors" is hereby amended to read:

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed The affairs of the Association shall be governed by a Board of Directors composed of seven (7) persons as provided in the Articles of Incorporation if applicable. The term of each Director's service shall extend until the next annual meeting of the members and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. Notwithstanding any other provision contained in these Bylaws, as amended, or in the Declaration of Condominium, as amended, all Directors shall be members of the Association.

Section 3. Removal of Directors - Text substantially reworded. See Section 3. for original text.

If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided herein. The board shall duly notice and hold a board meeting within 5 full business days of the adjournment of the unit owner meeting to recall one or more board members. At the meeting, the board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the association in their possession, or shall proceed as set forth in 718.112(2) (J), Florida Statutes.

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Condominium's share of common expenses as to the recreational facilities under the Long-Term Lease hereinafter referred to, except as authorized by the Board of Directors and approved by not less than sixty-six and two-thirds percent (66-2/3%) of the unit owners of this Condominium; provided, the aforesaid alterations or additions do not prejudice the right of any unit owner unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alteration or additions, as aforescribed - i.e., as to the common elements or limited common elements of this Condominium are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owner (s) exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and approved by not less than sixty-six and two-thirds percent (66-2/3%) of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten (10) or less, the approval of all but one shall be required. Notwithstanding the foregoing, there shall be no alterations or additions to the portion of the common elements which is the Greenview Pool area, except such as are subject to the foregoing provisions of this sub-paragraph "B", together with the approval of _____ or more of the _____ apartment buildings in the _____ - Section - each apartment building being entitled to one (1) vote, regardless of the number of units or apartments therein contained.

C. Each unit owner agrees as follows:

1. To maintain in good condition and repair, his unit and all interior surfaces within or surrounding his unit, including the screened porch (such as the surfaces of the walls, ceilings and floors) whether or not part of the unit or the common elements, and the entire interior of his unit, and to maintain and repair the fixtures and equipment therein, which includes but is not limited to the following, where applicable; - air conditioning and heating units, refrigerators, stoves, fans, hot water heaters, dishwashers, and all other appliances, drains, plumbing fixtures and connections, sinks, all plumbing and water-lines within the unit, electric panels, electric wiring and

lake or lagoon may be a portion of the demised premises under the Century Village Club recreation facilities Lease. Where said lake or lagoon is a part of the demised premises, the same shall be subject to the Rules and Regulations and provisions in regard thereto, promulgated by the Lessor under the long-Term Lease, and as provided in said Long-Term Lease, and no improvements shall be constructed on the Condominium adjacent to said lake or lagoon area without the written consent of the Lessor thereof being first obtained. Where a portion of this Condominium is all or a portion of a lake or lagoon, such lake area and any improvements thereon shall be subject to the Rules and Regulations as promulgated by the Management Firm, as long as the Management Agreement remains in effect and, thereafter, by the Associations responsible for the operation and maintenance of same, and any improvements on the Condominium in the area adjacent to such lake or lagoon area must first be approved in writing by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Associations responsible for the operation and maintenance of said lake or lagoon. Where said lake or lagoon is a portion of a Condominium, the use thereof and any improvements thereon, and any improvements on a Condominium adjacent to said lake, shall, in addition to the foregoing, be subject to the written approval of the Lessor under the Century Village Club recreation facilities Lease first being had and obtained.

T. The Greenview Pool area shall be used subject to the Rules and Regulations as promulgated by the Management Firm, as long as the Management Agreement remains in effect, and thereafter by the Associations responsible for the operation and maintenance of same. The initial Rules and Regulations and all amendments thereof, and revisions thereof, shall be posted in a conspicuous place in the Greenview Pool area. The unit owners hereby covenant and agree to be bound by all of such Rules and Regulations, and said parties shall obey same and be responsible for their being obeyed by the said unit owners, their family, guests, invitees and servants.

Should a unit owner fail to pay an assessment for common expenses, as required under the terms of this Declaration of Condominium, for the period of time specified herein, whereby said assessment becomes delinquent, the Management Firm may deny the unit owner and/or the authorized user of the Greenview Pool area the use and enjoyment of same until such time as all assessments are paid. The Management Firm shall further have the right, in its sole discretion, to suspend any unit owner and/or authorized user of the Pool area from the use of same

for a period not to exceed thirty (30) days, for any infraction of the promulgated Rules and Regulations pertaining to said facilities. Should the unit owner or the authorized user of the Pool area rights to use same be suspended, there shall be no reduction in the assessments due and payable by said unit owner or authorized user.

Any person who is the owner of a Condominium parcel in this Condominium, together with spouse and other members of said parcel owner's immediate family, who are in residence in the Condominium parcel, as provided herein, and who are at least such age as is specified in this Declaration of Condominium, may use the Greenhills Pool area, as provided herein. Where a Corporation is a parcel owner, the use of the Greenhills Pool area shall be limited at any one time to such officer, director or employee of said Corporation who is in actual residence, and such individual shall be deemed to be the Condominium parcel owner for the purposes of this paragraph. All unit owners' children and children of guests or invitees who are under such age as determined by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Associations, must be accompanied by an adult to such portions of the Greenhills Pool area as the Management Firm, and thereafter the Associations determine. Guests and invitees of a unit owner, including children under an age specified in this Declaration of Condominium, whether in temporary residence in the Condominium or not, may only be permitted to use the Greenhills Pool area, if at all, with the permission of the Management Firm, subject to the terms and conditions as the Management Firm may determine in its sole discretion, including the payment of additional compensation therefore, it being understood and agreed that said Greenhills Pool area is primarily designed for the use and enjoyment of said unit owners and others in the Greenhills Section, as hereinbefore provided, and the use by others may be required to be limited, or not permitted at all, during certain times of day, certain days, weeks, or months of the year, and the Management Firm shall determine the foregoing in its sole discretion, including the manner and method in which the facilities are to be used and under what circumstances. Notwithstanding the foregoing, where a child in residence in a Condominium parcel is the son or daughter of the parcel owner, such parent shall not be required to pay additional compensation for use by said child of the Greenhills Pool area. Where a unit owner owns more than one unit, the family in residence in each unit shall be entitled to the use of the Greenhills Pool area whether

said family in residence be a lessee of said Condominium unit or otherwise. Where a party owns one Condominium unit and leases same, the lessee shall be entitled to the use of the Greenbrier Pool area, and said lessee's rights thereto shall be the same as though said lessee were the unit owner, and during the term of said lease, the unit owner and his family shall not be entitled to the use of the Greenbrier Pool area.

The rights, privileges, duties and obligations of the Management Firm, shall continue as long as said Management Agreement remains in effect, and thereafter, shall inure to the Association(s). Where there is more than one Association, each Association shall be entitled to appoint one person who shall exercise the rights, duties, privileges and obligations delegated to the Management Firm as to the Greenbrier Pool area. This proviso shall be controlling, regardless of the size or number of units that said Association operates. Said parties shall have the right to determine and assess the budget required to operate and maintain the Greenbrier Pool area and pay its expenses. Each Association shall have one (1) vote.

The term "Associations", where used throughout this sub-paragraph "T", shall include and mean the parties responsible for the operation of the apartment buildings in the Greenbrier Section, whether same are condominium apartment buildings or otherwise, and each apartment building and its unit owners, if same is a Condominium, and its occupants, if said apartment building is not a Condominium, shall be entitled to the use and enjoyment of the Greenbrier Pool area, as provided herein.