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This Document Prepared by:  
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Brough, Chadrow & Levine, P.A.  
1900 North Commerce Parkway  
Weston, FL 33326

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR  
GREYSTONE**

**WITNESSETH:**

**WHEREAS**, the Declaration of Covenants, Restrictions and Easements for Greystone was duly recorded in Official Records Book 22289 at Page 1733, et. seq., as amended and supplemented, of the Public Records of Palm Beach County, Florida, and

**WHEREAS**, at a duly called and noticed meeting of the Board of Directors of Greystone at Boynton Beach Homeowners Association, Inc., a Florida not-for-profit corporation, held on Tuesday, the 20<sup>th</sup> day of September, 2011, at which a quorum of the Board of Directors was present, the Board Members approved the amendments to the Declaration of Covenants, Restrictions and Easements for Greystone set forth hereinbelow by an affirmative vote of the Board of Directors in excess of that required for amendments to the Declaration, and

**WHEREAS**, at a duly called and noticed meeting of the membership of Greystone at Boynton Beach Homeowners Association, Inc., a Florida not-for-profit corporation, held on Thursday, the 16<sup>th</sup> day of February, 2012, at which a quorum was present, the members approved the amendments to the Declaration of Covenants, Restrictions and Easements for Greystone set forth hereinbelow by an affirmative vote in excess of that required for amendments to the Declaration, and

**NOW THEREFORE**, the undersigned hereby certify that the following amendments to the Declaration of Covenants, Restrictions and Easements for Greystone are a true and correct copy of the amendments to the Declaration of Covenants, Restrictions and Easements for Greystone as approved by the Board of Directors and the membership:

**AMENDMENTS TO THE DECLARATION OF  
COVENANTS, RESTRICTIONS AND EASEMENTS FOR GREYSTONE**

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(Additions indicated by underlining "\_\_\_\_\_"; Deletions by strikethrough "-----")

*I. Amendment to Article X, Section 4 of the Declaration is as follows:*

Section 4. PARKING AND VEHICULAR RESTRICTIONS. Parking upon the Property shall be restricted to the driveway and garage located upon each Lot and designated parking areas within the Association Property. ~~No parking on the streets or swales is permitted.~~ Parking on the streets and/or swales is permitted, but NOT between the hours of 1:00 a.m. through 6:00 a.m., on any and all days of the week. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Home with the garage door closed) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any Lot. No commercial vehicle, trailer, recreational vehicle, boat or boat trailer may be parked or stored on the Property except in the garage of a Home located upon a Lot. No motor home, bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant. Subject to applicable laws and ordinances, any vehicle/automobile of any nature parked in violation of the covenants and restrictions contained in this Declaration may be stickered and/or towed by the Association (or its agent) without notice at the sole cost and expense of the owner of such vehicle/automobile. The Association shall not be liable to the owner of such vehicle/automobile for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing. For purposes of this restriction, "vehicle" shall also mean campers, mobile homes, boats and trailers of every type, kind or description.

*II. Amendment to Article X, Section 6 of the Declaration is as follows:*

Section 6. LEASES. No portion of a Home (other than an entire Home) may be rented. All leases shall provide and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the GreyStone Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into.

~~Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration.~~

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A. Approval of Leasing. All leases and lease renewals shall be subject to prior written approval of the Association. Approval shall not be unreasonably withheld. For purposes hereof, occupancy of a Home by a person or persons in the absence of the Owner, except for the spouse of the Owner, parents, grandparents or siblings, of either the Owner or spouse, in excess of sixty (60) days, shall be treated as a lease and must be approved in advance in writing by the Association. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, an Owner or his agent shall apply to the Association for approval of such lease; if desired, the Board or its managing agent may prescribe the application form. The Association may waive the application requirement if the tenant/tenants has/have resided in the Home 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 Board may require the use of a uniform lease or require the addition of an addendum, protecting the Association's interests. The Owner or the intended lessee shall furnish to the Association such information as the Association may reasonably require, including a true, correct and complete copy of the proposed lease, and the prospective lessee (as well as all intended occupants of the Home) shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The Association may require a background investigation as to the proposed lessee's (including all intended occupants of the Home) finances, credit history, criminal history, residential history or otherwise. It shall be the Owner's obligation to furnish the lessee with a copy of the Declaration and applicable Rules and Regulations.

B. Disapproval of Lease. It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease/lease renewal within thirty (30) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee and proposed occupants, whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval. Approval of the Association shall be withheld only if a majority of the entire Board so votes. If the Association disapproves a proposed lease or renewal, the lease shall not be made or renewed. Any rental of a Home made in violation of this Declaration shall be voidable and the Association may act as agent for Owner and 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. 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:

(1) 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, or the occupancy would be inconsistent with the aforementioned documents.

(2) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

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

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

(5) The person seeking approval (including any proposed occupants) 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.

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

(7) All assessments, fines and other charges against the Home have not been paid in full, and/or the Home (and/or the Owner(s) thereof) is in violation of any of the provisions of the Declaration and/or applicable Rules and Regulations; provided however, the Association may grant approval for the proposed lease/renewal subject to payment in full of all outstanding assessments, fines and/or other charges, or correction of any outstanding violations, as appropriate, as a condition of the approval.

C. Screening Fees. The Association may require the payment of a preset screening fee of \$100.00 simultaneously with the giving of notice of intention to lease. Said screening fee shall be set by the Board from time to time and shall be in conformance with applicable law. No fee may be collected in connection with an application to renew a previously approved lease.

*III. Except as amended and modified herein, all other sections of the Declaration of Covenants, Restrictions and Easements for Greystone shall remain unchanged and in full force and effect according to their terms.*

IN WITNESS WHEREOF, Greystone at Boynton Beach Homeowners Association, Inc. has executed this Amendment to the Declaration of Covenants, Restrictions and Easements for Greystone, this \_\_\_\_ day of \_\_\_\_\_, 2012.

[SIGNATURES ON FOLLOWING PAGE]

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WITNESSES

Sign

Print

Sign

Print

By

By

President

Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

SS

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March 2012, by Stacey L. Abuhoff, as President, and Josh Hirsch, as Secretary of Greystone at Boynton Beach Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or produced \_\_\_\_\_ as identification, and did take an oath.

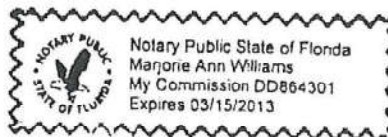
NOTARY PUBLIC:

SIGN

PRINT

STATE OF FLORIDA AT LARGE

My Commission Expires: 03-15-13



Page 5 of 5



This Document Prepared by:  
Scott J. Levine, Esquire  
Brough, Chadrow & Levine, P.A.  
1900 North Commerce Parkway  
Weston, FL 33326

**CERTIFICATE OF AMENDMENT  
TO THE ARTICLES OF INCORPORATION OF  
GREYSTONE AT BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC.**

**WITNESSETH:**

**WHEREAS**, the Articles of Incorporation for Greystone at Boynton Beach Homeowners Association, Inc. were duly recorded in Official Records Book 22289 at Page 1824, et. seq., of the Public Records of Palm Beach County, Florida, and

**WHEREAS**, at a duly called and noticed meeting of the Board of Directors of Greystone at Boynton Beach Homeowners Association, Inc., a Florida not-for-profit corporation, held on Tuesday, the 20<sup>th</sup> day of September, 2011, at which a quorum of the Board of Directors was present, the Board Members approved the amendment to the Articles of Incorporation for Greystone at Boynton Beach Homeowners Association, Inc. set forth hereinbelow by an affirmative vote of the Board of Directors in excess of that required for amendments to the Articles of Incorporation, and

**WHEREAS**, at a duly called and noticed meeting of the membership of Greystone at Boynton Beach Homeowners Association, Inc., a Florida not-for-profit corporation, held on Thursday, the 16<sup>th</sup> day of February, 2012, at which a quorum was present, the members approved the amendment to the Articles of Incorporation for Greystone at Boynton Beach Homeowners Association, Inc. set forth hereinbelow by an affirmative vote in excess of that required for amendments to the Articles of Incorporation, and

**NOW THEREFORE**, the undersigned hereby certify that the following amendment to the Articles of Incorporation for Greystone at Boynton Beach Homeowners Association, Inc. is a true and correct copy of the amendment to the Articles of Incorporation for Greystone at Boynton Beach Homeowners Association, Inc. as approved by the Board of Directors and the membership:



AMENDMENT TO THE ARTICLES OF INCORPORATION OF  
GREYSTONE AT BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC.

(Additions indicated by underlining "\_\_\_\_\_"; Deletions by strikethrough "----")

*I. Amendment to Article X, Sections A and I of the Articles of Incorporation is as follows:*

A. The number of Directors on the first Board of Directors of the Association ("First Board") shall be three (3). The number of Directors on the "Initial Elected Board" (as hereinafter defined) shall be five (5); three (3) of which shall be elected by Members at large and two (2) of which may be designated or appointed by Declarant. The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be seven (7); ~~five (5) of which shall be elected by the Owners of Homes other than Townhomes (the "SF Owners") and two (2) of which shall be elected by the Owners of Townhomes (the "Townhome Owners")~~; five (5) of which shall be "Single Family Directors" defined as Owners of Homes other than Townhomes (or the parents, children or spouses of Owners of Homes other than Townhomes); and two (2) of which shall be "Townhome Directors" defined as Owners of Townhomes (or the parents, children or spouses of Owners of Townhomes). All such Director positions shall be elected by a plurality of votes cast by the applicable Owners/Members entitled to vote for such opening at a meeting at which a quorum is present. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members. Each Director shall have only one (1) vote.

I. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members, as more fully set forth herein. ~~The SF Owners shall elect five (5) of the Directors (the "SF Elected Directors") and the Townhome Owners shall elect two (2) Directors (the "Townhome Elected Directors")~~. At the first Annual Members Meeting held after the Declarant's Resignation Event, a "staggered" term of office of the Board shall be created as follows:

1. Four (4) of the Directors (three of which shall be ~~SF Elected Directors~~ Single Family Directors and one (1) of which shall be a ~~Townhome Elected Director~~ Townhome Director) shall have a term of two (2) years. The Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting by the ~~Owners/Members~~ respective Owners ~~entitled to vote for such Director~~; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected by the ~~Owners/Members~~ respective Owners ~~entitled to vote for such Director~~ as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.



- II. *Except as amended and modified herein, all other sections of the Articles of Incorporation for Greystone at Boynton Beach Homeowners Association, Inc. shall remain unchanged and in full force and effect according to their terms.*

IN WITNESS WHEREOF, Greystone at Boynton Beach Homeowners Association, Inc. has executed this Amendment to the Articles of Incorporation for Greystone at Boynton Beach Homeowners Association, Inc., this 13 day of June, 2012.

WITNESSES

Sign Leslie M Susich  
Print Leslie M Susich

Sign Heidi Bermudez  
Print Heidi Bermudez

By: Stacey L. Abuhoff  
Stacey L. Abuhoff, President

By: Josh Hirsch  
Josh Hirsch, Secretary

STATE OF FLORIDA                    )  
  )    SS  
COUNTY OF PALM BEACH        )

The foregoing instrument was acknowledged before me this 13 day of June 2012, by Stacey L. Abuhoff, as President, and Josh Hirsch, as Secretary of Greystone at Boynton Beach Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or produced DL as identification, and did take an oath.

NOTARY PUBLIC:

SIGN Marjorie Ann Williams  
PRINT Marjorie Ann Williams

STATE OF FLORIDA AT LARGE  
My Commission Expires: 3-15-13

