



This instrument was prepared by and return to:
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West Palm Beach, FL 33401
(WAC 195)

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**CERTIFICATE OF AMENDMENT TO THE MASTER DECLARATION FOR
BRIAR BAY**

WHEREAS, the **MASTER DECLARATION FOR BRIAR BAY** (the "Master Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, at Official Records Book **13056**; Page **0001** et. seq.;

WHEREAS, at a duly called and noticed meeting of the Board of Directors of the Association, held on June 9, 2015, the Board of Directors approved the attached amendments to the Master Declaration;

WHEREAS, at a duly called and noticed meeting of the membership of the Association held on June 9, 2015, and adjourned and reconvened on August 27, 2015, the aforementioned amendments to the Master Declaration were also approved by the membership pursuant to the provisions thereof; and

NOW, THEREFORE, the undersigned hereby certify that the following Amendments to the Master Declaration are a true and correct copy of the amendments as amended by the Board of Directors and membership:

(See Attached Amendments to the Master Declaration)

**BRIAR BAY COMMUNITY
ASSOCIATION, INC.**

By: [Signature]
President

JOE PETRICK
(PRINT NAME)

Attest: [Signature]
Secretary

Maxine E. Wilson
(PRINT NAME)

[Signature]
Witness

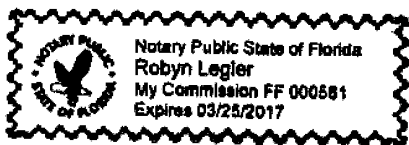
ANDREW KING
(PRINT NAME)

[Signature]
Witness

James Featherstone
(PRINT NAME)

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 23 day of September, 2015, by Joe Petrick and Maxine E. Wilson as President and Secretary, respectively, of Briar Bay Community 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] (Signature)
Robyn Legler (Print Name)
Notary Public, State of Florida at Large

**AMENDMENTS TO THE
MASTER DECLARATION FOR BRIAR BAY**

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

1. **DEFINITIONS.** The words and phrases listed below, as used in this Declaration, shall have the following meanings, unless the context otherwise requires:

* * *

~~4.1~~ 1.9 **COMMUNITY ASSOCIATION** means the corporation formed pursuant to the Articles of Incorporation attached hereto as an exhibit, to wit: Briar Bay Community Association, the "Master Association". **COMMUNITY ASSOCIATION** and **MASTER ASSOCIATION** shall mean Briar Bay Community Association herein.

* * *

~~4.34~~ 1.32 **SUB-COMMUNITY ASSOCIATION** shall mean a sub community within Briar Bay Community Association.

* * *

6. **USE RESTRICTIONS AND MAINTENANCE REQUIREMENTS.**

* * *

6.22. **Leases.** All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES, the BYLAWS, and all rules and regulations of the COMMUNITY ASSOCIATION, and all proposed leases must be delivered to and approved by the COMMUNITY ASSOCIATION in accordance with this Section 6.22 prior to occupancy by the tenant(s) or any other person intending to occupy the UNIT.

6.22.1 **Definition.** "Leasing" is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument. "SUB-COMMUNITY ASSOCIATION" shall have the same meaning as PARCEL ASSOCIATION.

6.22.2 The approval of any lease shall be contingent upon the OWNER'S compliance with this DECLARATION, the ARTICLES, BYLAWS and the rules and regulations of the COMMUNITY ASSOCIATION, including, without limitation, all maintenance, repair and replacement obligations and all monetary obligations, and the approval of all potential tenant(s) and all intended occupants of a leased Unit who are

Eighteen (18) years of age or older shall be approved by the COMMUNITY ASSOCIATION Board of Directors or a Committee appointed by the COMMUNITY ASSOCIATION Board of Directors prior to move in. Approvals shall be based upon criteria established by the Board of Directors from time to time, which may consist of, but not limited to, criminal background checks, prior judgments, rental history and credit history and history of violations of the governing documents of the COMMUNITY ASSOCIATION.

All potential or proposed tenants and intended occupants must submit themselves for personal interviews may be performed by before the COMMUNITY ASSOCIATION Board of Directors, or an Appointed Committee or Agent of the Community Association.

OWNERS must comply with all governmental and municipal codes and ordinances having jurisdiction over the lease, or in connection with the lease, including, without limitation, obtaining any required governmental or municipal license or permit to lease.

Any SUB-COMMUNITY ASSOCIATION shall have the right to deny any lease application for that SUB-COMMUNITY ASSOCIATION that was approved by the COMMUNITY ASSOCIATION Board of Directors, its Appointed Committee or Agent, based on their own investigation and criteria.

Any person who is not initially screened and approved by the COMMUNITY ASSOCIATION or a Committee or Agent thereof in connection with the review and approval of a lease and thereafter occupies a leased UNIT for more than ten (10) days cumulatively, in any consecutive twelve (12) month period, shall be deemed a lessee/tenant and must be screened and approved in the same manner as a lessee/tenant under this Section 6.22.

6.22.3

a) The minimum term of any lease shall be Six (6) months and the maximum term shall be Twelve (12) months, provided, however, month to month leases are permitted as provided below. No UNIT may be leased more than one (1) time in any consecutive Twelve (12) month period, measured from the commencement of the most recent lease, provided, however, At the termination (completion) of any lease, the lease may be renewed on a month to month basis, for no more than three (3) consecutive months, with the written approval from the COMMUNITY ASSOCIATION Board of Directors, its Appointed Committee or Agent. Approval of such month to month lease shall not require a new, fully completed application, payment of fees or an interview by the COMMUNITY ASSOCIATION or any committee or agent thereof.

b) Any UNIT acquired after the effective date of this amendment shall not be leased for the first twelve (12) months of ownership, measured from the recording date of the most recent deed or other instrument conveying any interest in the UNIT, except in the following circumstances: i) where title was conveyed by a current OWNER to a trust for estate or tax planning purposes, as determined by the COMMUNITY

ASSOCIATION, and the OWNER is the trustee or beneficiary of the trust and the OWNER occupies the UNIT, ii) where title was conveyed by a current OWNER to an immediate family member of the OWNER by devise or inheritance (an "immediate family member" of an OWNER, for purposes of this Section 6.22 of the Declaration, shall be defined as the spouse, parent, grandparent, child, brother or sister of the OWNER or the parent, grandparent, child, brother or sister of the OWNER'S spouse), iii) where title was conveyed to a PARCEL ASSOCIATION through the foreclosure of the PARCEL ASSOCIATION'S lien or by deed in lieu of foreclosure to the PARCEL ASSOCIATION, or iv) where title is conveyed to the COMMUNITY ASSOCIATION. Additionally, if an OWNER acquires title to a UNIT that is subject to a lease, the subject lease, in the Board's discretion, may continue for the remainder of its unexpired term, but the lessee must vacate the UNIT upon the expiration of the remaining lease term. If the lease is permitted to continue for its remaining term, the twelve (12) month moratorium against leasing shall begin to run upon the later of the expiration of the existing lease or the existing lessee's vacation of the UNIT, and the subject OWNER may not thereafter lease the UNIT for twelve (12) months from such date.

c) The extension or renewal of a lease shall be considered a new lease subject to the approval of the COMMUNITY ASSOCIATION; provided, however, as noted above, month to month leases upon the termination of a lease which was for a term of no less than six (6) and no more than twelve (12) months shall not require the submission of a new, fully completed application, additional fees or an interview before the COMMUNITY ASSOCIATION or its designee or agent. Month to month leases shall be for no more than three (3) consecutive months.

d) Leased or rented UNITS shall not, at any time, exceed thirty percent (30%) of the total number of UNITS in any PARCEL ASSOCIATION, provided, however, a UNIT owned or leased by the COMMUNITY ASSOCIATION or a PARCEL ASSOCIATION shall not be included in the total number of UNITS in the PARCEL ASSOCIATION for the purpose of calculating the thirty percent (30%) limitation on leases or rentals within the PARCEL ASSOCIATION, and neither the COMMUNITY ASSOCIATION nor any PARCEL ASSOCIATION shall be subject to such leasing limitation or restriction. The COMMUNITY ASSOCIATION or a designee or agent thereof shall maintain a waiting list(s) of OWNERS desiring to lease.

The lease of a UNIT owned by the record OWNER of the UNIT as of the effective date of this amendment, or any immediate family member of such record OWNER who subsequently obtains title to the UNIT by devise or inheritance, shall be exempt from the above thirty percent (30%) limitation on leases or rentals within the PARCEL ASSOCIATION, shall not be subject to any wait list and the OWNER shall be permitted to lease the UNIT in accordance with this Section 6.22 for as long as such OWNER owns the UNIT. An "immediate family member" of an OWNER, for purposes of this Section 6.22 of the Declaration, shall be defined as the spouse, parent, grandparent, child, brother or sister of the OWNER or the parent, grandparent, child, brother or sister of the OWNER'S spouse.

Additionally, if a UNIT is being leased and the COMMUNITY ASSOCIATION approves a subsequent new lease of the UNIT (with the same or different lessee(s)) within ninety (90) days of the date the lease terminates, the new lease shall be exempt from the above thirty percent (30%) limitation and shall not be subject to any waiting list; provided, however, that the COMMUNITY ASSOCIATION may determine to extend such ninety (90) day period to one hundred twenty (120) days in the event a hardship is established by the UNIT owner, as determined by the BOARD OF DIRECTORS of the COMMUNITY ASSOCIATION, and this exemption shall not apply to UNITS transferred subject to a lease.

6.22.4 UNITS may only be rented in their entirety; no fraction or portion may be rented. There shall be no subleasing of UNITS or assignment of leases ~~unless prior written approval is obtained from the Board of Directors.~~ No transient tenants may be accommodated in a UNIT. ~~No UNIT shall be leased more than twice in any consecutive Twelve (12) month period without prior written approval from the COMMUNITY ASSOCIATION Board of Directors, its Appointed Committee or Agent.~~

6.22.5 A non-refundable application fee and a non-refundable investigative fee shall be charged to each prospective tenant and intended occupant over the age of 18 years, as determined by the Board of Directors from time to time.

6.22.6 The Owner(s) of a leased UNIT shall be responsible for any and all damage or harm caused by the tenant(s) or occupant(s) of that UNIT to any property of or to be maintained by the COMMUNITY ASSOCIATION or any property of or to be maintained by any SUB-COMMUNITY ASSOCIATION.

6.22.7 The COMMUNITY ASSOCIATION may charge the Owner of the UNIT a refundable deposit of Fifteen Hundred Dollars (\$1,500) or One (1) month's rent whichever is greater; provided, however, the OWNER of a UNIT in The Cove, A Condominium, shall be subject to a deposit of One Thousand Dollars (\$1,000.00), or One (1) month's rent, whichever is greater (the "Tenant Escrow Deposit"). This deposit will be held in escrow in a non-interest bearing account and may be used by the COMMUNITY ASSOCIATION to repair or replace any damage to any property of or to be maintained by the COMMUNITY ASSOCIATION, resulting from the acts or omission of the tenant(s) or occupant(s) of that UNIT, or their family members, guests or invitees, or towards the cost of eviction per Section 6.22.9 of this Declaration. If the COMMUNITY ASSOCIATION needs to use any portion of the deposit to repair or replace any damage caused by the tenant(s) or occupant(s), or their family members, guests or invitees, to any property of or to be maintained by the COMMUNITY ASSOCIATION, then upon the request of the COMMUNITY ASSOCIATION, that amount must be replaced by that UNIT owner within Fifteen (15) days upon written notice/demand for same or the lease will be terminated. If any damage caused by the tenant(s) or occupant(s), or their family members, guests or invitees, exceeds the deposit, then the UNIT owner shall be responsible for the remaining amount of the damage.

6.22.8 The SUB-COMMUNITY ASSOCIATION may charge a UNIT owner a separate deposit for any leased UNIT in their SUB-COMMUNITY, if their governing documents so provide. If a SUB-COMMUNITY chooses to charge a separate deposit, then that deposit must be used first to pay for any damage caused by the tenant(s) of that UNIT to COMMUNITY ASSOCIATION property.

6.22.9 All Tenant Escrow Deposits will be returned to the UNIT owner within Sixty (60) days from written request to the COMMUNITY ASSOCIATION sent by certified mail, return receipt requested, with proof that all tenants(s) and occupants have vacated the UNIT, provided, however, in the event the tenant(s) or occupant(s) do not vacate the UNIT the COMMUNITY ASSOCIATION shall not be required to return the Tenant Escrow Deposit and it may use such deposit towards the cost of evicting the tenant(s) and/or occupant(s).

6.22.10 As noted below in Section 6.22.14., all deposits and fees must be paid and ALL lessees/tenants and intended occupants must be approved by the COMMUNITY ASSOCIATION before any tenant or intended occupant is permitted to occupy any UNIT.

6.22.11 ~~The owner of a leased UNIT must provide the tenant of the UNIT with a copy of the governing documents of the COMMUNITY ASSOCIATION and a copy of the governing documents of the SUB-COMMUNITY ASSOCIATION. Prior to approval of any prospective lease lessee, every prospective Lessee/tenant and intended occupant of the UNIT shall be required to submit an application for approval, on forms prescribed by the COMMUNITY ASSOCIATION, in accordance with this Section 6.22. including consent for background checks and interview with the Approval Committee or the Board's designated agent for that purpose. Members of the Committee or the Board's designated agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members. Said Committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of Leasing. The purpose of this required interview is to review the Association's governing documents, including its rules and regulations, with prospective lessees, and to have said prospective lessees execute and acknowledgment that they have reviewed, understand and will abide by said governing documents, to review the prospective lessee's application and other required material and thereafter approve or disapprove prospective lessees, based on the results of said interview and review of lessee's application and such background checks as may be required by the Board.~~

6.22.12 Failure to Follow Procedures Give Notice. If the above required procedures are not followed notice to the COMMUNITY ASSOCIATION is not given, then, at any time after receiving knowledge of a lease or possession of a UNIT, the COMMUNITY ASSOCIATION, at its election and without notice, may approve or disapprove the lease transaction. If the COMMUNITY ASSOCIATION disapproves the lease or lessee(s) or occupant(s), the COMMUNITY ASSOCIATION may bring eviction proceedings against the unapproved lessee(s) and/or occupant(s) as the agent of the OWNER or otherwise, or pursue any other remedy provided to the COMMUNITY

ASSOCIATION under the governing documents or applicable law, shall proceed as if it had received the required notice on the date of such disapproval.

6.22.13 Each Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto. All leases of UNITS shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound, by the provisions of the COMMUNITY ASSOCIATION'S governing documents and rules and regulations. Additionally, by leasing a UNIT the UNIT owner(s) ~~deem the COMMUNITY ASSOCIATION its Agent and authorizes the COMMUNITY ASSOCIATION~~ them to bring eviction proceedings against the OWNER'S tenant(s) and any other occupant of the UNIT as its agent or otherwise in accordance with the Declaration and applicable law, if deemed necessary by the COMMUNITY ASSOCIATION.

6.22.14 Time for Approval / Disapproval. Within fifteen (15) days after receipt of a proposed lease such written notice and all information and documentation reasonably requested by the COMMUNITY ASSOCIATION, and receipt of the required fee(s) and the completion of all personal interviews, the Association must either approve or disapprove the proposed lease. Such approval or disapproval shall be in writing and transmitted to the OWNER of the UNIT within the aforesaid fifteen (15) day period and failure to do so shall constitute approval of the lease. For clarification, the fifteen (15) day period shall not begin to run until receipt of all information, documentation and fees, and all required interviews have taken place.

6.22.15 Failure of Owner to Comply With These Requirements. The failure of a UNIT owner to give notice or allow possession or continued possession by a disapproved lessee or occupant shall constitute a separate violation for each day the disapproved lessee(s) and/or occupant, as applicable, remains in possession beyond the date of receipt of notice of disapproval by the COMMUNITY ASSOCIATION. Said owner shall be subject to separate fines levied by the COMMUNITY ASSOCIATION for each daily violation or any other enforcement alternative permitted under the governing documents and/or Florida Statutes, including, but not limited to, the eviction of the unapproved lessee(s) and/or occupant(s) by the COMMUNITY ASSOCIATION per the provisions of this DECLARATION and applicable law as amended from time to time.

6.22.16 Notwithstanding anything to the contrary in this DECLARATION, the COMMUNITY ASSOCIATION shall not be subject to any of the leasing restrictions of this Section 6.22.

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6.43. Responsibility for Maintenance and Compliance.

6.43.3. Enforcement. In the event any OWNER or PARCEL ASSOCIATION fails to comply with any provision of this Section 6, the COMMUNITY ASSOCIATION shall have all rights of enforcement set forth in Paragraph 8 7, including, but not limited to, the right to perform any maintenance which any OWNER or PARCEL ASSOCIATION has failed to perform, and to assess the applicable OWNER or PARCEL ASSOCIATION for all costs and expenses incurred by the Community Association in connection therewith.

8. COLLECTION OF ASSESSMENTS, DEFAULT AND ENFORCEMENT.

8.1. Monetary Defaults and Collection of ASSESSMENTS.

8.1.6. ~~No Subordination of the Lien to Mortgages. The lien of the COMMUNITY ASSOCIATION for ASSESSMENTS or other moneys shall be subordinate and inferior to the lien of any first mortgage recorded prior to the actual date of the recording of the Claim of Lien (without taking into account the relation relate back to the date of recording of this DECLARATION.) by the COMMUNITY ASSOCIATION. The sale or transfer of any PROPERTY by the foreclosure of a first mortgage or by deed in lieu thereof, shall not extinguish the lien of the COMMUNITY ASSOCIATION as to any ASSESSMENTS, interest, late fees, costs or expenses of collection or other moneys owed to the COMMUNITY ASSOCIATION which became due prior to such sale or transfer, unless a Claim of Lien for same as recorded prior to the recording of the mortgage, and neither the mortgagee, nor and any purchaser at a foreclosure sale, nor their grantees or successors, shall be liable to the COMMUNITY ASSOCIATION for such ASSESSMENTS, interest, late fees, costs and expenses of collection and other moneys owed to the COMMUNITY ASSOCIATION which became due prior to such sale or transfer. shall be responsible for said payments, but they shall be liable for any ASSESSMENTS due after such sale or transfer. If the COMMUNITY ASSOCIATION'S lien or its rights to any lien for any such ASSESSMENTS, interest, expenses or other moneys owed to the COMMUNITY ASSOCIATION by any OWNER is extinguished as aforesaid, such sums shall thereafter be COMMON EXPENSES, collectible from all OWNERS including such acquirer, and its successors and assigns.~~
