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 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
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THIS INSTRUMENT PREPARED BY  
~~AND AFTER RECORDING RETURN TO:~~

JEFFREY R. MARGOLIS, ESQ.  
 JEFFREY R. MARGOLIS, P.A.  
 DUANE MORRIS LLP  
 200 SOUTH BISCAYNE BLVD., SUITE 3400  
 MIAMI, FLORIDA 33131

HB Title of Florida *Return to*  
 5100 West Copans Road *wlc*  
 Suite 600 *108*  
 Margate, Florida 33063

**FIRST AMENDMENT TO DECLARATION FOR CENTRA**

THIS FIRST AMENDMENT TO DECLARATION FOR CENTRA (this "**First Amendment**") is made by BRHP, LLC, a Florida limited liability company, ("**BRHP**") and joined in by Centra Homeowners Association, Inc., a Florida not-for-profit corporation ("**Association**").

RECITALS

- A. That certain Declaration for Centra was recorded in Official Records Book 24025, Page 1177 of the Public Records of Palm Beach County, Florida (the "**Original Declaration**") respecting the community known as Centra.
- B. Section 4.3 of the Original Declaration provides that prior to the Turnover Date, BRHP, as Developer, shall have the right to amend the Original Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.
- C. The Turnover Date has not occurred.
- D. BRHP as Developer desires to amend the Original Declaration as set forth in this First Amendment.

NOW THEREFORE, BRHP hereby declares that every portion of the Centra is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

- 1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.
- 2. **Conflicts.** In the event that there is a conflict between this First Amendment and the Original Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Original Declaration shall be construed as a single document. Except as modified herein, the Original Declaration shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Original Declaration, and the defined terms are hereby added to the Original Declaration:

“City Grassed Area” shall mean the grass within the land area owned by the City located between the southern boundary of Centra and the edge-of-water of the adjacent lake as shown and depicted on Exhibit C to the Maintenance Agreement.

“Declaration” shall mean the Original Declaration and this First Amendment, together with all amendments and modifications thereof.

“Maintenance Agreement” shall mean that certain agreement dated September 15, 2010 between the City and Developer recorded in Official Records Book 24140, Page 420 of the Public Records of Palm Beach County, Florida. Centra is subject to the Maintenance Agreement.

4. Maintenance of City Grassed Area. The following Section 10.22 is added to the Original Declaration:

10.22 City Grassed Area. Developer has entered into the Maintenance Agreement pursuant to which Developer has agreed to maintain the City Grassed Area, including irrigation, maintenance, mowing and replacement as necessary to maintain the grass within the City Grassed Area. Association hereby assumes and shall be responsible for Developer’s obligations pursuant to the Maintenance Agreement, and Association shall maintain the City Grassed Area, including irrigation, maintenance, mowing and replacement as necessary to maintain the grass within the City Grassed Area pursuant to the Maintenance Agreement, the costs of which shall be part of Operating Costs of the Association. The Association may enter into an agreement with the POA whereby the POA will undertake some or all of the maintenance of the City Grassed Area required by the Maintenance Agreement at the Association’s cost and expense.

5. Public Roads. The following is added to Section 10.9 of the Original Declaration:

The Association may enter into an agreement with the POA whereby the POA will undertake some or all of the maintenance responsibilities required by the Agreement at the Association’s cost and expense.

6. Transit Use Shelter. The following is added to Section 10.17 of the Original Declaration:

The Association may enter into an agreement with the POA whereby the POA will undertake some or all of the maintenance responsibilities for the Transit Use Shelter at the Association’s cost and expense.

7. Insurance. The following Section 15.9 is added to the Original Declaration:

15.9 Maintenance Agreement. Association shall obtain and maintain the insurance coverage required by the Maintenance Agreement naming the City as an

additional insured and providing a maximum limitation on liability not less than one Million Dollars (\$1,000,000) insuring the City against any and all claims, actions, and judgments made by any person, firm, corporation or entity for any loss, claim or damage, including, without limitation, arising from a claim of personal injury or property damage for any act or omission arising out of the Association's maintenance activities under the Maintenance Agreement or the terms of the Maintenance Agreement. Association shall provide the City with a Certificate of Insurance on an annual basis at least thirty (30) days prior to the expiration of the previous annual Certificate of Insurance. Such insurance may not be suspended, voided, canceled, or modified except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City Manager of the City. In the event Association fails to maintain such insurance, the City may obtain such insurance at the Association's expense or terminate the Maintenance Agreement.

8. Covenant. This First Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this 10<sup>th</sup> day of March, 2011.

**WITNESSES:**

**BRHP, LLC,**  
a Florida limited liability company

[Signature]  
Print Name: Jeff McBoyle

By: [Signature] V.P.  
Name: Dennis F. O'Shea  
Title: Vice President

[Signature]  
Print Name: Patricia Clements

{SEAL}

STATE OF FLORIDA )  
COUNTY OF Broward )SS.:

The foregoing was acknowledged before me this 10 day of March, 2011 by Dennis O'Shea as Vice President of BRHP, LLC, a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires:

[Signature]  
NOTARY PUBLIC  
State of Florida at Large  
Print name: Patricia Clements





