

CFN 20110092686 OR BK 24414 PG 0167 RECORDED 03/18/2011 09:16:44 Palm Beach County, Florida Sharon R. Bock, CLERK & CONPTROLLER Pgs 0167 - 171; (Spgs)

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 Suite 600 Margate, Florida 33063

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FIRST AMENDMENT TO DECLARATION FOR CENTRA

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

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. <u>Recitals</u>. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. <u>Conflicts</u>. 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.

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3. <u>Definitions</u>. 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:

"<u>City Grassed Area</u>" 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.

"<u>Declaration</u>" shall mean the Original Declaration and this First Amendment, together with all amendments and modifications thereof.

"<u>Maintenance Agreement</u>" 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. <u>Maintenance of City Grassed Area</u>. The following Section 10.22 is added to the Original Declaration:

10.22 <u>City Grassed Area</u>. 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. <u>Public Roads</u>. 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. <u>Transit Use Shelter</u>. 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. <u>Insurance</u>. The following Section 15.9 is added to the Original Declaration:

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

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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.

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this $\underline{10}^{++}$ March day of , 2011.

WITNESSES:

Print Name: Hatri

STATE OF FLORIDA COUNTY OF BLOWAR)SS.:

BRHP, LLC,									
a Florida limited liability company									
By: Offer U.P.									
Name: Dennis F. O'Shea									
Title: Vice President									

{SEAL}

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Den	nis 0'	Shea		as	Vice Pr	readent	of	BRHP,	LLC,	a Florida
limited	liability	company,	who	is	personally	known t	o me	or who	has	produced
	•					as	identifi	cation or	ı beha	lf of the

company.

My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA Patricia Clements Commission #DD667554 Expires: JUNE 14, 2011 BONDED THRU ATLANTIC BONDING CO., INC.

<u>NOTARY PUBLIC</u> State of Florida at Large Print name: <u>Patricia Clements</u>

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JOINDER

CENTRA HOMEOWNERS ASSOCIATION, INC.

Centra Homeowners Association, Inc. ("Association") does hereby join in the First Amendment to the Declaration for Centra (the "First Amendment") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment, as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 7th day of **March** , 2011.

WITNESSES:

ETIEN SAMOOR

Print Name:

stricia Clement

Print Name:

Centra Homeowners Association, Inc., a Florida not for profit corporation

By: Name: Title:

{SEAL}

STATE OF FLORIDA COUNTY OF Broward

The foregoing instrument was acknowledged before me this $\frac{10}{10}$ day of $\frac{22}{10}$, 2011 by <u>Denmis O'Shea</u>, as <u>Vici Pres</u> of Centra Homeowners Association, Inc., a Florida not for profit corporation, who is personally known to me or who has as identification, on behalf of the corporation. produced

My commission expires:

ricia Clement NOTARY PUBLIC

State of Florida at Large

NOTARY PUBLIC-STATE OF FLORIDA Patricia Clements Commission #DD667554 Expires: JUNE 14, 2011 BONDED THRU ATLANTIC BONDING CO., INC.

Print Name Patricio Clements

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JOINDER AND CONSENT TO DECLARATION FOR CENTRA

BANK OF AMERICA, N.A., a national banking association, as agent for itself and other lenders (the "Agent"), the holder of the two (2) mortgages (collectively, "Mortgage") recorded in Official Records Book 23876, at Page 1808 of the Public Records of Palm Beach County, Florida, and recorded in Official Records Book 23876, at Page 1903 of the Public Records of Palm Beach County, Florida, which encumber the Property described in Exhibit 1, does hereby join in and consent to the First Amendment to Declaration for Centra ("First Amendment"), to which this Joinder and Consent is attached, and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns. Notwithstanding the execution of this Joinder and Consent, nothing herein shall be construed to render Agent responsible or liable for the performance of any of the covenants or undertakings of the First Amendment. Furthermore, the lien of the Mortgage (as may be amended, restated, increased, assigned, partially released, or otherwise modified in any manner whatsoever) shall remain superior to any liens or assessments (if any) created by or arising under the Declaration for Centra and this Joinder and Consent (a) shall in no way diminish, impair or affect the security interest in favor of Agent created by the Mortgage, (b) shall not affect, amend, limit or impair any of the terms or provisions of the Mortgage or any of Agent's rights under the Mortgage, and (c) shall not be deemed a consent to or a waiver of any other conditions or requirements in the Mortgage. The terms and provisions of the Mortgage (including the priority and validity of the lien of the Mortgage) shall remain in full force and effect

NOW, THEREFORE, the undersigned consents to the recordation of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this 11^{42} day of March ..., 2011.

Name

STATE OF FLORIDA) COUNTY OF MIAMI-DADE Lee BANK OF AMERICA, N.A., a national banking association, as agent for itself and other lenders

Byi Name: Michael D. Title: Sr. VILL (re

[SEAL]

The foregoing instrument was acknowledged before me this <u>11</u>Th day of <u>March</u>, 2011 by <u>Mickael D. Babaia</u>, as <u>Serior Vice Proside</u> of BANK OF AMERICA, N.A., a national banking association, as agent, who is <u>personally known to me</u> or who produced ______ as identification, on behalf of the association.

Print or Stamp Name: Barbana A. Ballantine

Print or Stamp Name: <u>Barbana A. Ballawtize</u> Notary Public, State of Florida at Large Commission No: <u>FE 43076</u>

My Commission Expires:

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