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THIS INSTRUMENT PREPARED BY  
~~AND AFTER RECORDING RETURN TO:~~

JEFFREY R. MARGOLIS, ESQ.  
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to

**SECOND AMENDMENT TO DECLARATION FOR CENTRA**

THIS SECOND AMENDMENT TO DECLARATION FOR CENTRA (this "**Second 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. The Original Declaration was amended by that certain First Amendment to Declaration for Centra recorded in Official Records Book 24414, Page 167 of the Public Records of Palm Beach County, Florida ("**First Amendment**").
- C. 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.
- D. The Turnover Date has not occurred.
- E. BRHP as Developer desires to amend the Original Declaration as set forth in this Second 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 Second Amendment.
- 2. **Conflicts.** In the event that there is a conflict between this Second Amendment and the Original Declaration or the First Amendment, this Second Amendment shall control. Whenever possible, this Second Amendment, the Original Declaration, and the First Amendment shall be

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construed as a single document. Except as modified herein, the Original Declaration and the First Amendment 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 modified as follows:

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

**“Operating Costs”** shall mean all costs and expenses of the Association relating, directly or indirectly, to the ownership, operation, administration, management, insurance, maintenance, repair, replacement and/or alteration of the Common Areas, including, without limitation, all costs of ownership (to the extent that the Common Areas are owned by Association); janitorial services for the Common Areas; operation; administration; all amounts payable by Association; all amounts payable in connection with maintenance and monitoring of the Preserve Areas; all amounts required to remove canvas canopies located within the Common Areas as required by this Declaration; all amounts required to maintain the Surface Water Management System, all community lighting including up-lighting and entrance lighting, all amounts payable in connection with any private street lighting agreement between Association and FPL or other utility company; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; Access Control Systems, if any; waste collection fees; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; common area landscape maintenance; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association’s legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. In addition, in the event Association obtains and maintains insurance on Homes as provided in Section 15.2.1 of the Declaration, Operating Costs shall include all costs and expenses of the Association to obtain and maintain such insurance for Homes.

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

15.9 Insurance Deductibles. Notwithstanding the provisions of Section 15.8 of the Declaration, in the event that the Association maintains insurance on Homes as provided in Section 15.2.1 and there is damage to portions of a Home or Townhome Building for which the responsibility of maintenance and repair is that of the Association pursuant to the terms of the Declaration, then any insurance deductible for an insured and covered loss will be charged as an Individual Assessment to each Owner whose Home is repaired and the cost of which is paid for by insurance proceeds. In the event that the Association maintains insurance on Homes as provided in Section 15.2.1 and there is damage to portions of Home or Townhome Building for which the responsibility of maintenance and repair is that of the Owners pursuant to the terms of the Declaration, then any insurance deductible

for an insured and covered loss shall be paid by the Owner(s) of the Home(s) to be repaired and/or reconstructed.

5. Repair Costs Exceeding the Amount of Insurance Proceeds. The following Section 15.10 is added to the Original Declaration:

15.10 Repair Costs Exceeding the Amount of Insurance Proceeds. Notwithstanding the provisions of Section 15.8 of the Declaration, in the event that the Association maintains insurance on Homes as provided in Section 15.2.1 and there is damage to portions of a Home or Townhome Building for which the responsibility of maintenance and repair is that of the Association pursuant to the terms of the Declaration, then the cost of repair or replacement in excess of insurance proceeds or not paid by insurance proceeds shall be charged as an Individual Assessment to each owner whose Home is repaired and the cost of which is paid for by insurance proceeds. In the event that the Association maintains insurance on Homes as provided in Section 15.2.1 and there is damage to portions of a Home or Townhome Building for which the responsibility of maintenance and repair is that of the Owners pursuant to the terms of this Declaration, then the Owner(s) of the damaged Home(s) is/are responsible for and shall pay the cost of repair and replacement in excess of insurance proceeds or not paid by insurance proceeds.

6. Unit Owner Responsibility. The following Section 15.11 is added to the Original Declaration:

15.11 Unit Owner Responsibility. Notwithstanding any other provision of the Declaration, an Owner is responsible for any insurance deductible and the costs of repair or replacement of property insured by the Association and not paid by insurance proceeds if such damage is caused by the intentional conduct, negligence, or failure to comply with the terms of the Declaration by the Owner, the Owner's family, or the Owner's occupants, tenants, guests or invitees.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.  
ADDITIONAL TEXT AND SIGNATURES APPEAR ON FOLLOWING PAGE.]

7. Covenant. This Second Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this \_\_\_ day of 23<sup>rd</sup>, 2011.

**WITNESSES:**

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

Jeff McDonough  
Print Name: Jeff McDonough

By: Dennis F. O'Shea U.P.

Patricia Clements  
Print Name: Patricia Clements

Name: Dennis F. O'Shea  
Title: Vice President

{SEAL}

STATE OF FLORIDA )  
 )SS.:  
COUNTY OF Broward )

The foregoing was acknowledged before me this 23 day of March, 2011 by Dennis F. 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:

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

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



**JOINDER AND CONSENT TO SECOND AMENDMENT 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, the "Mortgages") 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 Second Amendment to Declaration for Centra ("Second 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 Second Amendment. Furthermore, the lien of the Mortgages (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 Mortgages, (b) shall not affect, amend, limit or impair any of the terms or provisions of the Mortgages or any of Agent's rights under the Mortgages, and (c) shall not be deemed a consent to or a waiver of any other conditions or requirements in the Mortgages. The terms and provisions of the Mortgages (including the priority and validity of the lien of the Mortgages) shall remain in full force and effect.

NOW, THEREFORE, the undersigned consents to the recordation of the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this 23<sup>rd</sup> day of March, 2011.

BANK OF AMERICA, N.A., a national banking association, as agent for itself and other lenders

Barbara A. Ballantine  
 Print Name: Barbara A. Ballantine

Stanley L. Turner  
 Print Name: Stanley L. Turner

By: Michael D. Babair  
 Name: Michael D. Babair  
 Title: Senior Vice President

[SEAL]

STATE OF FLORIDA )  
 ) SS.:  
 COUNTY OF MIAMI-DADE Lee )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2011 by Michael D. Babair, as Senior Vice President of BANK OF AMERICA, N.A., a national banking association, as agent, who is personally known to me or who produced \_\_\_\_\_ as identification, on behalf of the association.

Barbara A. Ballantine  
 Print or Stamp Name: Barbara A. Ballantine  
 Notary Public, State of Florida at Large  
 Commission No: EE 43076

My Commission Expires: \_\_\_\_\_

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