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 OR BK 24639 PG 0413
 RECORDED 07/18/2011 10:45:57
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0413 - 418; (6pgs)

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, Inc. *Return*
 5100 West Copans Road *to*
 Suite 600
 Margate, Florida 33063

THIRD AMENDMENT TO DECLARATION FOR CENTRA

THIS THIRD AMENDMENT TO DECLARATION FOR CENTRA (this "**Third 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 and that certain Second Amendment to Declaration for Centra recorded in Official Records Book 24438, Page 1719 of the Public Records of Palm Beach County, Florida (each an "**Amendment**" and collectively the "**Amendments**").
- 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 Third 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 Third Amendment.
- 2. **Conflicts.** In the event that there is a conflict between this Third Amendment and the Original Declaration or the Amendments, this Third Amendment shall control. Whenever possible,

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this Third Amendment, the Original Declaration, and the Amendments shall be construed as a single document. Except as modified herein, the Original Declaration and the Amendments 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 and added as follows:

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

“**Foreclosing Lender**” shall mean a Lender that acquires title to a Home or Parcel by foreclosure or judicial sale or deed in lieu of foreclosure of a bona fide first mortgage on a Home or Parcel held by the Lender.

4. Creation of the Lien and Personal Obligation. The last sentence of Section 18.15 of the Original Declaration is deleted in its entirety and replaced with the following:

Except as otherwise set forth in Sections 18.17 and 18.20 of this Declaration, an Owner, including an owner who takes title as a result of being the successful bidder at a foreclosure sale or otherwise takes title as a result of a foreclosure of a mortgage on a Home or Parcel, is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time transfer of title to the Home, provided, however, such liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

5. Subordination of the Lien to Mortgages. Section 18.17 of the Original Declaration is deleted in its entirety and replaced with the following:

The lien for Assessments shall be subordinate to a bona fide first mortgage held by a Lender on any Home or Parcel if the mortgage is recorded in the Public Records prior to the claim of lien being recorded in the Public Records. The lien for Assessments shall be a lien superior to all other liens save and except tax liens and mortgage liens held by a Lender, provided such mortgage liens are first liens against the property encumbered thereby, subject only to tax liens. The lien for Assessments shall not be affected by any sale or transfer of a Home or Parcel, except in the event of a sale or transfer of a Home or Parcel pursuant to a foreclosure (or deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event the Foreclosing Lender shall not be liable for such sums secured by a lien for Assessments encumbering the Home or Parcel or chargeable to the former Owner of the Home or Parcel which became due prior to such sale or transfer except as otherwise provided in Section 18.20 of this Declaration. However, any such unpaid Assessments for which such Foreclosing Lender is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as part of Operating Costs included within Installment Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing in this Declaration shall be construed as releasing the party liable

for any delinquent Assessments or other amounts from payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default; provided, however, that failure to give such notice shall not in any way affect the rights of a Lender under this Declaration or the priority of a mortgage held by such Lender. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to the Owner. In the event Association makes a mortgage payment to a Lender on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender with respect to such mortgage payment made but such right shall be subordinate to the rights of the Lender under the mortgage and the promissory note secured thereby. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

6. Lender. Section 18.20.3 of the Original Declaration is deleted in its entirety and replaced with the following:

18.20.3. In the event of the acquisition of title to a Home or Parcel by foreclosure or judicial sale or by deed in lieu of foreclosure, any Assessment(s) or charge(s) as to which the Foreclosing Lender so acquiring title shall not be liable shall be absorbed and paid by all Owners as part of Operating Costs, although nothing contained herein shall be construed as releasing the party(ies) personally liable for such delinquent Assessment(s) or charge(s) from the payment thereof or the enforcement or collection of such payment by means other than foreclosure.

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

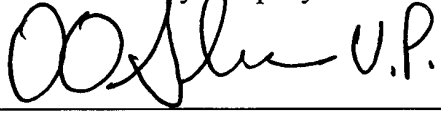
7. Covenant. This Third Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this 21
day of June, 2011.

WITNESSES:

BRHP, LLC,
a Florida limited liability company


Print Name: Jeff McDonough

By: 
Name: Dennis F. O'Shea


Print Name: Patricia Clements


Title: Vice President 6/21/11

{SEAL}

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

The foregoing was acknowledged before me this 21 day of June, 2011 by
Dennis O'Shea as Vice Pres. 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:


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



JOINDER

CENTRA HOMEOWNERS ASSOCIATION, INC.

Centra Homeowners Association, Inc. ("Association") does hereby join in the Third Amendment to the Declaration for Centra (the "Third 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 Third Amendment, as Association has no right to approve the Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 21 day of June, 2011.

WITNESSES:

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

Patricia Clements
Print Name: Patricia Clements

Reed McLane
Print Name: Reed McLane

By: JM [Signature]
Name: Jeffrey McDonough
Title: President.

{SEAL}

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

The foregoing instrument was acknowledged before me this 21 day of June, 2011 by Jeff, as Pres of Centra Homeowners Association, Inc., a Florida not for profit corporation, who is personally known to me or who has produced _____ as identification, on behalf of the corporation.

My commission expires:

Patricia Clements
NOTARY PUBLIC
State of Florida at Large
Print Name Patricia Clements



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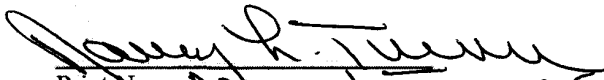
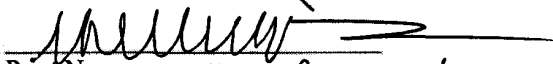
JOINDER AND CONSENT TO THIRD AMENDMENT TO DECLARATION FOR CENTRA

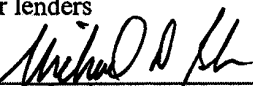
BANK OF AMERICA, N.A., a national banking association, as agent for itself and other lenders (the "**Agent**"), the holder of the two (2) mortgages (collectively, the "**Mortgages**") recorded in Official Records Book 23876, at Page 1808 of the Public Records of Palm Beach County, Florida, and recorded 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** to the Declaration for Centra recorded in Official Records Book 24025, Page 1177 of the Public Records of Palm Beach County, Florida, does hereby join in and consent to the Third Amendment to Declaration for Centra ("**Third 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 Third 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 Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this 6th day of July, 2011.

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

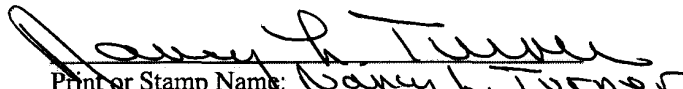

 Print Name: Nancy L. Turner

 Print Name: William R. Schroeder

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

[SEAL]

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

The foregoing instrument was acknowledged before me this 6 day of July, 2011 by Michael D. Babair 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.


 Print or Stamp Name: Nancy L. Turner
 Notary Public, State of Florida at Large
 Commission No: _____

My Commission Expires: _____

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