

This instrument was prepared by  
and should be returned to:  
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Rossin & Burr, PLLC  
1665 Palm Beach Lakes Blvd.  
The Forum -- Suite 101  
West Palm Beach, FL 33401

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND  
PROTECTIVE COVENANTS FOR GREENBRIAR OF WYCLIFFE AND THE BYLAWS  
OF GREENBRIAR OF WYCLIFFE HOMEOWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR GREENBRIAR OF WYCLIFFE AND THE BYLAWS OF GREENBRIAR OF WYCLIFFE HOMEOWNERS ASSOCIATION, INC. is made by the GREENBRIAR OF WYCLIFFE HOMEOWNERS ASSOCIATION, INC. ("Association").

**W I T N E S S E T H :**

WHEREAS, the original Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe was recorded commencing at Official Records Book 7696, Page 355 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described;

WHEREAS, the Association recorded a Restatement of Declaration and Bylaws commencing at Official Records Book 27646, Page 1552 of the Public Records of Palm Beach County, Florida;

NOW, THEREFORE, the Association hereby certifies that:

1. The Amendments to the Declaration and Bylaws attached hereto as Exhibit "A" have been properly and duly approved and adopted by the Association.
2. The attached Amendments shall run with the real property subject to the Declaration and shall be binding on all parties having any right, title or interest in the real property subject to the Declaration, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

[remainder of this page left blank]

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date indicated below.

Witnesses:

*Peter Ehlin*  
Witness signature  
Printed name: Peter Ehlin  
Post office address:  
3900 Woodlake Blvd., Suite 309  
Lake Worth, FL 33463

*Lori Frezer*  
Witness signature  
Printed name: Lori Frezer  
Post office address:  
3900 Woodlake Blvd., Suite 309  
Lake Worth, FL 33463

GREENBRIAR OF WYCLIFFE  
HOMEOWNERS ASSOCIATION, INC.

By: *Howard Feinstein*  
Signature  
Printed name: HOWARD FEINSTEIN  
Association President  
Post office address:  
3900 Woodlake Blvd., Suite 309  
Lake Worth, FL 33463

By: *Audrey Greenberg*  
Audrey Greenberg  
Association Secretary  
Post office address:  
3900 Woodlake Blvd., Suite 309  
Lake Worth, FL 33463

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this 15<sup>th</sup> day of January, 2025 by Howard Feinstein as President and Audrey Greenberg as Secretary of GREENBRIAR OF WYCLIFFE HOMEOWNERS ASSOCIATION, INC. who are personally known to me or who produced \_\_\_\_\_ as identification.

*Tylisa Chong*  
Notary Public  
Name: Tylisa Chong  
My Commission Expires:

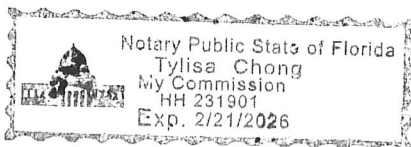


EXHIBIT "A"

AMENDMENTS TO THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR GREENBRIAR OF WYCLIFFE ("Declaration") AND BYLAWS ("Bylaws") OF GREENBRIAR OF WYCLIFFE HOMEOWNERS ASSOCIATION, INC.

[Added language is underlined. Deleted language is ~~stricken through~~.]

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1. The name of the Master Association is updated. Article I, Section (g) and Article XI, Section 2 of the Declaration are amended to read as follows:

**"(g) "Master Association"** – Wycliffe Golf & Country Club Homeowners Community Association, Inc., a Florida corporation not-for-profit."

**"Section 2. Membership in the Master Association.** In accordance with the provisions of the Articles of Incorporation of Wycliffe Golf & Country Club Homeowners Community Association, Inc., all Owners shall be members in the Master Association. All references in this Declaration to the Master Association shall be deemed to include its successors and assigns."

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2. Article IV, Section 3 of the Declaration is amended to read as follows:

**"Section 3. ACB's Consent.** Any request by an Owner for approval by the ACB to any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the ACB may deem reasonably necessary in connection with its determination as to whether or not it will approve same. Approval of any request shall not be unreasonably withheld, and shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable development of any Lot but may be withheld due to aesthetic considerations. Notwithstanding the foregoing, the ACB may withhold approval for upgraded landscaping to be installed by an Owner within that portion of their Lot to be maintained by the ACB solely due to maintenance and related considerations, and the ACB may withhold approval for construction of swimming pools due to nuisance and related considerations (such as the likelihood of interference with other residents of the Properties during construction). The ACB shall notify the Owner of its approval or disapproval by written notice within thirty (30) days after request for such consent is made in writing to the ACB, ~~and in the event the ACB fails to disapprove any request within such thirty (30) day period, the consent shall be deemed approved and upon request the ACB shall give written notice of such approval.~~ In consenting to any plans or specifications, the ACB may condition such consent upon changes being made. If the ACB consents to any plan and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ACB, and subject to any conditions of the ACB's approval."

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3. Article V, Sections 6, 7 and 11 of the Declaration are amended to read as follows:

**“Section 6. Trust Funds.** The portion of all General Assessments collected by the Association as reserves for future expenses, and the entire amount of all Special Assessments collected for capital improvements shall be held by the Association and used for legitimate Association purposes. ~~in trust for the owners of all Lots, as their interest may appear.”~~

**“Section 7. Working Capital Fund.** The Association shall establish a Working Capital Fund for operation of the Association. Except for those transfers or conveyances expressly exempted from this requirement below, a Working Capital Fund Contribution shall be collected by the Association from each Lot purchaser and/or transferee each time the Lot is conveyed and shall be in an amount equal to four(4) quarters ~~three (3) months~~ of the annual assessment for the Lot. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale and/or the time of the transfer or conveyance of each Lot. Amounts paid into the fund are not to be considered as advance payment of regular assessments. If the Working Capital Fund Contribution is not paid at the time of conveyance, the Association shall impose the amount as an assessment against the purchaser(s) Lot collectable as any other assessment.”

A Working Capital Fund Contribution shall not apply to transfers or conveyances by gift, devise, or inheritance to a co-Owner of the Lot or to a member of the Lot Owner's immediate family (defined as the Lot Owner's spouse, parents, siblings, children, grandchildren, grandparents, hereinafter "FAMILY"), or to a Lot Owner's estate, or made for estate planning purposes as long as the beneficiary(ies) is/are a FAMILY member(s) (such as to an irrevocable grantor trust), or to the Lot Owner's estate, or to the Association. The purpose of this exemption is to exclude transfers to the Association and certain transactions that are not typically viewed as "arms'-length" transactions for value from the Working Capital Fund Contribution requirement so as to permit Greenbriar Lot Owners to freely transfer or convey such Owners' property in such a manner as is advisable for estate planning purposes without the imposition of a Working Capital Fund Contribution. The provisions of this paragraph are to be construed liberally to effectuate this purpose. In the event of any dispute arising concerning whether the conveyance or transaction is exempt from a Working Capital Fund Contribution, the decision of the Board shall be final and conclusive of the question.”

**“Section 11. Priority of Association's Lien.** The Owners of a Lot are jointly and severally liable with the previous Lot Owner for all unpaid assessments, and to the extent allowed by law, interest, late fees, and attorney and paralegal fees and costs that came due up to the time of transfer of title. The Association's lien relates back to the recording of the original Declaration.

However, as provided in Florida Statute 720.3085, as amended from time to time, the liability of a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that become due before the mortgagee's acquisition of title, shall be the lesser of:

1. The Lot's unpaid regular periodic or special assessments that accrued or became due during the twelve (12) months immediately preceding the acquisition of title for which payment in full has not been received by the Association; or

One (1%) percent of the original mortgage debt.

The limitations on first mortgagee liability provided in this section apply only if the first mortgagee filed suit against a Lot Owner and initially joined the Association as a defendant in the mortgage foreclosure action.

For the purposes of this section, the term "successor or assignee" used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

If a party other than the first mortgagee or its successor or assignee as a subsequent holder of the first mortgage, buys a Unit at the foreclosure sale, that party is obligated to pay the Association all unpaid back assessments, and to the extent allowed by law, interest, late fees, and attorney and paralegal fees and costs.

Once a first mortgagee takes title, the mortgagee is responsible to pay assessments the same as any other Owner.

Notwithstanding the above, if a first mortgage is recorded in the Public Records after the Association's Claim of Lien is recorded, the first mortgagee which buys back the Unit at the foreclosure sale is responsible for all unpaid back assessments, and to the extent allowed by law, interest, late fees, and attorney and paralegal fees and costs.

The Association assessments are superior in priority to second and third mortgages regardless of whether the Association has recorded a lien prior to the second or third mortgage being recorded. If a second or third mortgage holder files a foreclosure action, the second or third mortgage holder or any other person or party who buys the Lot at the foreclosure sale is responsible for all unpaid back assessments, and to the extent allowed by law, interest, late fees, and attorney and paralegal fees and costs.

Article V of this Declaration shall be deemed automatically amended to conform to Florida Statutes, Chapter 720, as Chapter 720 is amended from time to time.

~~**Subordination of the Lien to First Mortgages.** An Owner regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or a deed in lieu of foreclosure, is liable for all assessments that come due while he/she is~~

~~the Owner. An Owner is also jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of the transfer of title.~~

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4. Article VII, Section 8 of the Declaration shall be amended to read as follows:

**“Section 8. Signs and Flags.** Except for one sign of not more than one square foot used to indicate the name of the resident or of reasonable size provided by a contractor for security services placed within ten (10) feet of the entrance to the home, no "for rent", "for sale" or other sign of any kind shall be displayed to the public view on the Properties, without the prior consent of the ACB. Additionally, the Association may erect on the Common Areas an entrance sign indicating the name of the community.

Except for those flags specifically required to be allowed by Florida Statute 720.304, as amended from time to time (United States flag, etc.), flags are prohibited.”

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5. Article VII of the Declaration shall be amended to add new Sections 23, 24 and 25 which shall read as follows:

**“Section 23. Hurricane Protection.** Only permanently installed Bahama, Roll-up, Galvanized, Stainless Steel or Aluminum Panels, Clear Panels, Fabric Shield (code approved), Accordion type hurricane shutters or other type of hurricane shutters which comply with current code, are permitted. Plywood and other types of wood are prohibited as hurricane shutters.

The Owner is required to properly submit an application and obtain prior written approval from the Board of Directors for installation of shutters.

If the Association needs to perform painting or other service on the exterior of a home and there are hurricane shutters, the Association shall not be responsible for removal and reinstallation of shutters, and shall not be responsible for damage to shutters.

Shutters, panels and other hurricane shields shall be not be left closed or mounted unless a hurricane or tropical storm watch or warning is issued for Palm Beach County or a named storm is approaching or still threatening South Florida. The only exception is a follows: shutters, panels and other hurricane shields may be left closed or mounted on the side windows if the Lot Owner is out of town, from July 1 to October 31. The Association’s Board of Directors shall have authority to adopt additional rules regarding putting up, removal, closing or opening of hurricane shutters, panels, etc. Owners shall comply with any additional Association rules or Master Association rules.”

**“Section 24. Satellite Dishes/Antennas.** An Owner, as allowed by law, may add a “dish” antenna that receives direct broadcast satellite services and is one meter or less

in diameter. The Association may require the dish to be placed in a location not visible from the street if the placement would permit reception of an acceptable quality signal and not unreasonably increase the cost of installation, maintenance or use. Except as allowed by this provision and by statute, all other satellite dishes and antennas are prohibited.”

“Section 25. Personal Property. Owners shall store bicycles and other personal property inside the enclosed home.”

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6. Article VII, Sections 20 and 21 of the Declaration shall be amended to read as follows:

**“Section 20. Leasing.** No Lot shall be leased more than one (1) time during any twelve (12) month period. All leases shall be for a minimum of three (3) months and shall require Tenant to pay all future monetary obligations under the lease (including rent) directly to the Association upon Tenant's receipt of a written demand from the Association. Leasing of a Lot requires application and prior written Association approval as set forth in Article VII, Section 21 of this Declaration. ~~Each owner shall be required to provide the Association notice prior to the leasing of a unit, which notice shall include a copy of the lease.~~ Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing on the Owner's Lot, and for all guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws, by any resident of any Lot, or any guest or invitee of an Owner or any resident of a Lot, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

With respect to any tenant or any person present on any Lot or any portion of the Properties, other than an Owner and the members of their immediate family permanently residing with him in the Lot, if such person shall materially violate any provision of this Declaration, the Articles, or be a source of annoyance to the residents of the Properties, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Properties and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Properties and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees may be assessed against the applicable owner, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

All leases shall be in writing. Subleasing and rental of rooms are prohibited. Only the entire Lot may be leased. Use of a Lot as a boarding house is prohibited.

Lots and homes shall not be used for transient, hotel or motel purposes. The Owner shall not lease, rent out, host for a fee or otherwise allow use a home for a fee or portions of a homes for a fee (whether or not the Owner is in occupancy) through Airbnb, HomeAway, VRBO or any other rental or vacation rental arrangement unless the lease/rental otherwise complies with this Declaration, including lease term requirements; and application and prior written Association approval is obtained for each and every lease and rental.

The Owner and Owner's tenants shall be jointly and severally liable to the Association for all damage to persons and property caused by the Owner, tenant or any family members, guests, or invitees of the Owner or tenant. If there is any damage, or situation requiring cleanup, to Common Area, any other property maintained by the Association, or Master Association property, resulting from acts or omissions of the tenants, or any family members, guests, or invitees of the tenant or Owner (as determined in the sole discretion of the Association), the Association may impose the cost of repairing such damage or performing maintenance or cleanup, as an assessment and lien against the Owner's Lot."

**"Section 21. Sale, Transfer of Ownership and Leasing:**

**A. Sale and Leasing.** No Owner may sell a Lot, otherwise convey title to a Lot, or lease a Lot, without application to and prior written approval from the Association.

An Owner intending to sell a Lot, otherwise convey title to a Lot or lease a Lot, shall submit a properly completed application to the Association, including the name and address of the intended tenant(s), purchaser(s), transferee(s), and all occupants (hereinafter referred to as "applicant(s)"), and such other information concerning the applicant(s) as the Association may reasonably require. The Association may charge a reasonable application fee as determined by the Board.

A renewal or extension of a lease shall be subject to Association approval, although the Association shall not require the application fee to be paid again for a renewal or extension so long as there are no changes in the tenants or occupants.

Under no circumstances shall any tenants be permitted to move into a Lot prior to obtaining written approval of the lease from the Board.

Within thirty (30) days after receipt of the application, information required by the Association, the Association shall either approve or disapprove the proposed lease, sale or conveyance.

If approved, the approval shall be stated in a certificate executed by a Board member of the Association. A certificate of approval for a sale or conveyance of title shall be in recordable form, and the purchaser(s)/transferee(s), at purchaser(s)/transferee(s)'

expense, shall record the certificate in the Public Records of Palm Beach County, Florida along with the deed. A certificate for approval of a lease shall not be recorded.

**B. Guest Occupying Lot Where Owner Not Present.** A guest residing in a Lot for longer than thirty (30) days in a calendar year where the Owner is not present, shall be deemed to be leasing the Lot subject to all the restrictions on leasing including the application and approval requirements.

**Exception: Occupancy by Parents or Children of Owner.** A Lot may for estate planning or tax purposes be occupied by the parent(s) or children of the Owner(s) and in such a situation, the parent(s) or children shall not constitute tenant(s). However, in these situations where the Lot is occupied by the parent(s) or children of the Owner(s), the occupancy shall be subject to the tenant screening and approval process, which includes the right of the Board of Directors to disapprove the occupancy.

If the Association observes that a Lot is occupied by people other than the Owners or Association approved tenants, based on change in vehicles, or other observations, the Owner, tenants and the guests or occupants shall promptly comply with Association requests for identification and information about the occupancy and family relationship of the occupants.

**C. Disapproval for Good Cause.** If the Association disapproves sale, conveyance or lease, the Association shall notify the Owner(s) in writing of the disapproval, and the sale, conveyance or lease shall not be made. The Association shall act reasonably and may disapprove a lease, sale or conveyance only for good cause. The Board shall consider the following factors as constituting good cause for such disapproval:

(1) The occupancy and/or use of the Lot by the applicants or any intended occupant of the Lot would violate the Association's governing documents, rules and regulations or law or would violate the governing documents or rules of the Master Association;

(2) The application for approval on its face indicates that the applicant or any intended occupant of the Lot intends to conduct himself or herself in a manner inconsistent with the Declaration or rules and regulations or those of the Master Association. By way of example, but not limitation, an Owner allowing a tenant to take possession of the premises prior to approval by the Association as provided for the herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;

(3) The applicant failed to provide the information, fees or appearance required to process the application in a timely manner or included inaccurate or false information in the application;

(4) The Owner requesting the transfer has had fines or other Association money obligations assessed against the Owner which have not been paid; or

(5) All assessments and other charges against the Lot have not been paid in full.

**D. Tenant Shall Comply With the Rules.** A tenant leasing a Lot is deemed to have agreed to observe and comply with all statutes, ordinances, and the governing documents and rules and regulations of the Association and those of the Master Association. When Owner(s) submit an application to lease the Lot, the Association may require the prospective tenant(s) and the Owner(s) to sign an agreement specifically agreeing to comply with all statutes, and the governing documents and rules and regulations of the Association and those of the Master Association.

**E. Unauthorized Lease, Sale or Conveyance.** Any lease, sale or other conveyance of title that is not approved by the Association pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association. If the Association disapproves the lease, sale or conveyance, the lease, sale or conveyance shall be null and void and confer no right, title or interest in the intended tenant(s), purchaser(s) or transferee(s).

**F. Copy of Deed to Association.** The purchaser(s) or other persons receiving title to a Lot shall within ten(10) days after the conveyance, provide the Association's Board with a copy of the deed or other instrument conveying title to the Lot.

**G. Owner to Provide Tenant with Governing Documents and Rules.** Owners shall provide the prospective tenant, purchaser, or transferee with a complete legible copy of the Declaration, the Association's Articles of Incorporation, Bylaws, and Rules and Regulations, and those of the Master Association, each as amended, and shall certify in writing that legible photocopies of these documents have been provided to the prospective tenant, purchaser, or transferee.

**H. Exceptions to Requirement of Association Approval.** The foregoing requirements for Association approval of sales or conveyances shall not apply to:

(1) a transfer to or purchase by a bank or other institutional lender that acquires its title as a result of owning a mortgage upon the Lot concerned, whether the title is acquired by deed from the mortgagor, its successors or assigns, or through foreclosure proceedings; or

(2) a transfer to a purchaser who acquires the title to a Lot at a duly advertised public sale with open bidding that is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

**I. Single Family Occupancy of Lot.** Occupancy of a Lot is limited to single family – no more than one family can occupy a Lot. A "family" is defined as:

(a) One person or a group of two or more persons, each of whom is related to each of the others by blood, marriage, adoption who reside together as a single household, or

(b) One unmarried couple and the children of either or both of them who reside together as a single household.

Occupancy of a Lot by two or more couples (married or unmarried) is prohibited.

If a Lot is owned by an entity (corporation, partnership, limited liability company, trust, etc.), the entity must designate all occupants for the Association in order to obtain Association approval for the occupants; and all occupants must have the relationship to each other as otherwise required above for single family occupancy.

In addition, an Owner or Association approved tenant is permitted to have live-in housekeepers, nannies, or care givers who occupy the Lot with the Owner(s) or Association approved tenant(s).

**J. Ownership by an Entity.** There is concern about problems with an entity (corporation, partnership, limited liability company, trust, etc.) purchasing a Lot, installing actual or de facto tenants as occupants but representing to the Association that the occupants are part of the Owner by virtue of being trust beneficiaries, members of an LLC owner, stockholders or have other ownership rights. This may occur when a Lot is purchased at a foreclosure sale. The entity owner by such method could seek to avoid restrictions on leasing. Further, the entity owner may also fail to pay Association assessments, forcing the other Association to absorb the unpaid debt, often for extended period until a first mortgage holder or Master Association forecloses. The following provisions are intended to avoid such improper practice.

If a Lot is purchased or owned by an entity (corporation, partnership, limited liability company, trust, etc.), and the entity owner represents to the Association that the occupants are part of the Owner, the Association may require that the occupants, in order to occupy the Lot, own a majority (over 50 percent) of the stock and other ownership interests of the entity owner. The Association may require that the entity owner provide proof, acceptable and satisfactory to the Association, demonstrating such majority ownership interest by the occupants. This may include but is not limited to articles of incorporation, bylaws, limited liability company governing documents, stock certificates, partnership agreements, trust agreements and other evidence of ownership. If the entity is a business trust, the Association may require the owner to show the occupants are the primary and majority owners of the trust. If the entity owner has not provided proof, satisfactory to the Association that the occupants are majority owners of the entity, the occupants shall constitute tenants and subject to all limitations on tenants and leasing. If there is a dispute as to whether the occupants are majority owners of the entity, the Board's determination shall be binding.

If a Lot is owned by an entity (corporation, partnership, limited liability company, trust, etc.), the entity must designate all occupants for the Association in order to obtain Association approval is required for all occupants; and all occupants must have the relationship to each other as otherwise required above for single family occupancy.

This provision does not prohibit Lots from being owned by family trusts created for estate planning purposes.

**K. Prohibition on Using Lot for Congregate Living Facility.** Use of a Lot as a Congregate Living Facility, as defined below, is prohibited. The term "Congregate Living Facility" is defined as assisted living facilities; extended congregate care facilities, transitional living facilities, community residential homes, community transitional residences; rehabilitative home care services, boarding home, or home for the aged or any other residential structure, whether or not operated for profit, which undertakes for a period exceeding 24 hours: care, housing, food service, and one or more personal services for persons not related to the owner or administrator by blood or marriage. In addition, this term shall include other residential uses such as dormitories, group homes with a central dining facility, and similar bed-based uses.

~~**Conveyances.** In order to assure a community of congenial residents and thus protect the value of the dwellings and the general plan of development, the sale or lease of lots shall be subject to the following provisions.~~

~~A. The lot Owner shall notify the Association, in writing, of their intention to sell or lease their lot and further provide with such notification, the name, address and telephone number of the prospective Purchaser for sale, or a copy of the lease. The name, address and telephone number of the prospective Purchaser for sale or a copy of the lease must be provided to the Association not less than thirty (30) days prior to the sale or lease of the property.~~

~~B. Any and all lease agreements between an owner and a lessee of a lot at Greenbriar of Wycliffe shall be in writing, shall provide for a term of not less than three (3) months, shall require Tenant to pay all future monetary obligations under the lease (including rent) directly to the Association upon Tenant's receipt of a written demand from the Association, and must provide that the lease shall be subject in all respects, to the terms and provisions of the Declaration, the Articles of Incorporation, By-Laws and the Association Rules and Regulations of the Greenbriar of Wycliffe Homeowners Association, as well as the Wycliffe Community Association, Inc., and that any failure by the lessee under such lease agreement to comply with such terms and conditions, shall be a material default and breach of the lease agreement. No lot at Greenbriar of Wycliffe shall be subject to more than one (1) lease in any twelve-month period. An owner, by leasing their Lot, automatically delegates their right of use and enjoyment of the common areas and facilities to the Owner's lessee and in so doing, the said owner relinquishes their rights during the term of the lease agreement.~~

~~C. SALE. In the event of a sale, it shall be the responsibility of the purchaser of the lot to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future maintenance bills and other correspondence from the Association.~~

~~D. The purchaser or lessee shall be required to meet with the Association to execute a copy of the Rules and Regulations acknowledging that he/she takes title to or occupancy subject to, and agrees to abide by the Rules and Regulations. Such meeting will take place after the Association has received the name, address and telephone number of the prospective Purchaser for Sale or a copy of the lease, and prior to the date of conveyance.~~

~~E. Except as provided in Paragraph "F", it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. However, it is the intent of this paragraph to impose an affirmative duty on the lot owners to keep the Association fully advised of any changes in occupancy and ownership for the purpose of facilitating the management of the Association membership records.~~

~~F. If an owner is delinquent in payment of any assessment, the Association has the right to disapprove any sale or lease."~~

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7. Article XII, Section 3 of the Declaration shall be amended to read as follows:

**"Section 3. Enforcement.** Enforcement of these covenants and restrictions as well as the Articles of Incorporation, Bylaws and any Rules and Regulations as promulgated from time to time shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions either to restrain the violation and/or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. ~~The Association is hereby empowered to adopt reasonable rules and regulations for the imposition of fines to be levied against any Owner for failure to comply with the terms of this Declaration or rules and regulations of the Association. Any rule or regulation subjecting any Owner to fines shall include provisions for notice, hearing, appeal and fines. Fines shall constitute an assessment due to the Association and upon failure to pay such fine within the period prescribed by the Association shall become a charge and continuing lien upon the Owner's lot.~~

The Association may impose fines for violation of the Declaration or Rules and Regulations. A fine may be imposed, at an amount of up to \$100 per day or the maximum amount allowable under Florida Statutes which may exceed \$100. The maximum aggregate fine may exceed \$1000.00 per violation but will not exceed the maximum amount allowable under Florida Statutes. Costs and attorneys fees may also be collected per this Declaration. The Association shall comply with all due process requirements for fining as required by Florida Statute 720.305 as amended from time to time, including a

hearing before a committee of other Lot Owners. If Florida Statutes allow fines to be imposed as assessments and liens, the Association shall be permitted to impose fines as assessments against the offending Owner and the Owner's Lot collectable as any other assessment. The Association shall be entitled to any and all remedies set forth in Florida Statute 720.305, as amended from time to time.

If the Association engages an attorney to take any action or expend any effort to enforce the terms of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations, or law because of an alleged failure of an Owner (or the Owner's family members, agents, lessees, invitees, servants, etc. or any occupants of the Lot) to comply with this Declaration, Articles or Bylaws, or the Rules and Regulations adopted pursuant to said documents, as the same maybe amended from time to time, or Law, regardless of whether or not litigation is commenced, the Owner shall be responsible to pay the Association's attorneys' fees and costs, which may be imposed and collected as an assessment and lien against the Owner and Owner's Lot."

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8. Article VII, Section 9 of the Bylaws shall be amended to read as follows:

**"Section 9.** Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

If allowed by the Board, Owners may take action by written agreement without a members meeting, and such action by written agreement are hereby expressly permitted. The decision of a majority of the Owners, or a larger percentage vote if specifically required by the Act, the Amended and Restated Declaration, the Amended and Restated Articles, or these Amended and Restated Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the Membership.

The Board shall be entitled to utilize any procedures consistent with Florida Statutes, as revised from time to time, regarding electronic notice of Board and Members meetings, electronic voting, conducting meetings via conference call, via Zoom or other means consistent with statute."

**-END-**

[Final 7-9-25]