

This instrument was prepared by
& should be returned to:
Joshua Gerstin, Esq.
Gerstin & Associates
40 S.E. 5th St., Suite 610
Boca Raton, FL 33432

Certificate of Amendment to the Declaration of Neighborhood Association Covenants and Restrictions of the Clearbrook Homeowners' Association, Inc.

WHEREAS, the Declaration of Neighborhood Association Covenants and Restrictions of the Clearbrook Homeowners' Association, Inc. (respectively, "Declaration" and "Association") authorizes the Association's members to amend its provisions.

WHEREAS, at a duly noticed meeting of the Association's members on October 26, 2023, the Association's members voted to amend the Association's Declaration as set forth in Exhibit "1" attached hereto.

NOW THEREFORE, the undersigned hereby certify the amendment to the Declaration attached hereto as Exhibit "1" is a true and correct copy approved by the Association's members on October 26, 2023, according to the requirements of the Association's governing documents and the applicable Florida law.

IN WITNESS WHEREOF, my signature affixed below on this 2 day of 11, 2023

Witness #1: [Signature]

Clearbrook Homeowners' Association, Inc.

Print name: Yvonne Iacono

By: [Signature]
Frank Wolforth, President

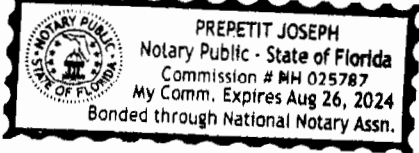
Witness #2: [Signature]

Print name: PREPETIT JOSEPH

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, this 2nd day of Nov 2023, the undersigned authority, personally appeared Frank Wolforth, who, after first being duly sworn, did depose and state the above and foregoing statements are true and correct. The foregoing instrument was sworn to and subscribed before me by Frank Wolforth who is [] are personally known to me or [X] who produced WA16-260-51-049-0 as identification.

My Commission Expires:



[Signature]
Notary Public

Exhibit 1

*Full text of the amendment to the Declaration of Neighborhood Association Covenants and Restrictions as recorded in the Official Records of Palm Beach County beginning at Book 6622, Page 1599 and all amendments thereto.
(underlines are additions and ~~strikethroughs~~ are deletions).*

This Amendment shall constitute an entirely new section of Article VI.

ARTICLE VI
Sections 6.1. To 6.5 unchanged

Section 6.6:

Capital Contribution. Upon every transfer or conveyance of a partial or full ownership interest in a Lot or home on a Lot, the new Owner(s) shall pay to the Association a Capital Contribution equal to the cumulative amount of three quarterly assessments in effect at the time of the transfer (“Capital Contribution”). The Capital Contribution is not considered advanced or pre-paid maintenance assessments and shall be due prior to the transfer or conveyance of the Lot or home. If the Capital Contribution is not paid prior to the transfer or conveyance, the Association may refuse to allow the transfer or conveyance and/or collect the Capital Contribution by pursuing a claim for monetary damages and/or by levying a special assessment against the subject Owner, Lot and/or Home. The Board of Directors may assess a special assessment for the Capital Contribution at a regular or special Board meeting without the necessity of advanced notice to the Owner. Such special assessments may be collected in the same manner as the Association’s maintenance and special assessments, including recording and foreclosing upon a claim of lien against the Lot or home. Funds collected from Capital Contributions may be used for any lawful purpose in the sole discretion of the Board of Directors, including, but not limited to, operating expenses and capital improvements, and need not be maintained in a separate account. Transfers or conveyances which are: (1) made for the sole purpose of estate planning, or (2) exclusively between spouses shall not require payment of the Capital Contribution. Transfers or conveyances in which the Association obtains title to a Lot or home shall not require payment of the Capital Contribution.

No further changes.