

This instrument prepared by:  
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AMENDED CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF RESTRICTIONS GOVERNING  
CLEARBROOK HOMEOWNERS ASSOCIATION  
(Due to Scrivener's Error)

WHEREAS, the Declaration of Restrictions governing Clearbrook Homeowners Association have been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 6912 at Page 886; and

WHEREAS, at a duly called and noticed meeting of the membership of Clearbrook Homeowners Association, a Florida not-for-profit corporation, held on April 9, 2014, the aforementioned Declaration of Restrictions was amended pursuant to the provisions of said Declaration of Restrictions.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Restrictions is a true and correct copy of the amendments as amended by the membership:

AMENDMENT TO THE  
DECLARATION OF RESTRICTIONS  
OF CLEARBROOK HOMEOWNERS ASSOCIATION  
(Additions shown by "underlining",  
deletions shown by "strikeout")

1. Article 28 is created to read:

Article 28—Incorporation of Florida Statutes governing the Community. The Community hereby incorporates and agrees to be governed by all amendments to the Florida Statutes, including, but limited to Chapter 720 and 617 of the Florida Statutes, as they may be amended from time to time. In the event of a conflict between these Restrictive Covenants or any of the Community's Governing Documents and Florida Statutes, as they may be amended or renumbered from time to time, then Florida Statutes shall prevail notwithstanding the earlier date of these documents. Similarly, any such statutory provision that provides that a section of the Florida statutes will apply "if provided for in a community's Declaration, Bylaws or other Governing Documents" or other similar such language, then such statutory section shall apply as if the authorizing language is specifically contained in the Declaration, Bylaws or other Governing Documents.

2. Article 29 is created to read:

ARTICLE 29A. Approval of Purchaser/Transferee. Notwithstanding any provision contrary in these Governing Documents, No Owner may transfer any Lot or any interest in a Lot by sale without the prior written approval of the Association. Prior to any such transfer, the owner shall give to the Association notice of such intention, together with the name and address of the intended purchaser or transferee, a completed application (provided by the Association), and any other documents the Association may reasonably require as part of its approval procedure. Upon the Association's receipt of all of the requested documents, and amounts required, the Association shall approve any proposed sale of a lot within thirty (30) days unless the proposed purchaser or any contemplated occupant has been convicted of (or plead guilty to) any crime involving violence or theft within the last twenty years, or has been determined by any court, criminal or civil to have committed acts of domestic violence or stalking, or repeat violence in the last twenty years, or any crime or any felony at all within the last 7 years, or was at any time in one's life a convicted sex offender.

ARTICLE 29B. Approval of and procedure relating to proposed leases or occupancy other than by owner or owner's family.

No Owner may lease a lot or any portion thereof or allow any non-family member to occupy a lot for more than thirty(30) days without the prior written approval of the Association. Additionally, no owner (other than the Association) may lease any Lot or any interest in any Lot unless the Owner owned the Lot for one year prior to the date of the proposed lease or occupancy, and prior to the Association obtaining a Five Hundred Dollar (\$500.00) deposit from the proposed tenant(s) or occupants. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes as amended from time to time.



A Lot Owner intending to lease the Lot or any portion thereof or allow anyone other than family to occupy the lot for more than 30 days in any calendar year (whether consecutive or not) shall give to the Association notice of such intention, together with the name and address of the intended lessee, a fully executed copy of the complete proposed lease, along with a completed application for lease (provided by the Association), a screening fee in the amount provided below and such other information or documents concerning the intended lessee and all proposed occupants as the Association may reasonably require.

The intended lessee and/or all proposed occupants must schedule (if requested) a personal interview with the Board or a Screening Committee or any designated person selected by the Board. The prospective lessee and all proposed occupants must agree to a background investigation including, but not limited to, criminal history, prior residential history and civil litigation history.

Upon the Association's receipt of all of the requested documents and amounts provided for in this section, the Association shall issue its written decision on the lease or proposed occupancy within thirty (30) days to the owner.

Article 29C-----Tenant/Lessee/Purchaser application fees and costs. In addition to any other amounts required, the Association may charge a \$100.00 application fee for all Tenants/Lessees/Purchaser of any Lot/Residence in the community. This fee may be used to cover management expenses related to the sale or lease, or expenses relating to conducting background checks, financial checks, criminal checks, administrative and legal fees where applicable and any other action deemed just and proper by the Association. The Association shall have the right to require additional funds as a fee, but only in the event that the \$100.00 does not cover the actual costs to the Association related to the proposed sale or lease.

CERTIFICATION

I HEREBY CERTIFY that the above Amendments were duly adopted as an Amendment to the Declaration of Restrictions for CLEARBROOK HOMEOWNERS ASSOCIATION

DATED this \_\_\_\_ day of July, 2014.

As to witnesses:

*Shannon Koorse*

CLEARBROOK HOMEOWNERS ASSOCIATION

X By: *Janet Friel*

Print Name: SHANNON KOORSE

(Seal)

STATE OF FLORIDA )  
\_\_\_\_ COUNTY )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of CLEARBROOK HOMEOWNERS ASSOCIATION respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me.

*Marie Palombi*  
NOTARY PUBLIC

