

This instrument prepared by:
Edward Dicker, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Australian Avenue So., Suite 400
West Palm Beach, Florida 33409
(561) 615-0123

08/09/2002 12:20:42 20020417019
OR BK 14017 PG 1170
Palm Beach County, Florida

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF SEA BROOK PLACE**

I HEREBY CERTIFY that the Amendments attached as Exhibit "A" to this Certificate were duly adopted as Amendments to the Declaration of Condominium of Sea Brook Place. The original Declaration of Condominium of Sea Brook Place is recorded in Official Records Book 2853, Page 1706, of the Public Records of Palm Beach County, Florida.

DATED this 16th day of July, 2002.

THE SEA BROOK PLACE CONDOMINIUM
ASSOCIATION, INC.

James W. Freeman
Witness

By: James A. McGill
President

James W. Freeman
Witness

Attest: [Signature]
Secretary

(SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME personally appeared James A. McGill, the President and James W. Freeman, Secretary of The Sea Brook Place Condominium Association, Inc., who produced _____ as identification or are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of The Sea Brook Place Condominium Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 16th day of July, 2002.



J. J. Williams
Notary Public
State of Florida at Large
My Commission Expires: 4/23/08

(SEAL)

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF
SEA BROOK PLACE, A CONDOMINIUM

The original Declaration of Condominium is recorded in Official Records Book 2853 at Page 1709 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated through~~ are deleted.

Item 1. There shall be a new Section "F" added to Article 12.00 of the aforesaid Declaration of Condominium which shall read as follows:

Notwithstanding anything stated to the contrary in this Article or elsewhere in this Declaration, property and casualty insurance on each dwelling structure shall be maintained by the Association. Such policy shall be purchased by the Association on a master policy basis which shall cover all of the dwelling structure, as originally constructed by the Developer. This coverage shall not include contents, floor and wall coverings, appliances, cabinets and personal property located in the dwelling structure. If the insurance coverage as stated herein is unavailable, the Board shall attempt to comply with this provision to the fullest extent possible.

Item 2. Article 16.00 of the aforesaid Declaration of Condominium shall be amended to read as follows:

Except as provided in this Article XVI, the Unit Owner of each unit shall maintain such unit in good condition and repair at the sole cost and expense of said Owner. In the event that any portion of the Unit is not maintained in good condition and repair and said failure continues for thirty (30) days after written notice of said failure from the Condominium Association to the Unit Owner of same, the Condominium Association, or its duly authorized agents, shall have the right at any time and from time to time, without any liability to any owner, or other person or entity or trespass or otherwise, to enter upon any part of the Unit to correct the maintenance deficiency. In such event the Owner, or other person or entity responsible for said failure to maintain in good condition and repair, shall reimburse the Condominium Association for all expenses incurred in connection therewith. The aforesaid reimbursable amounts shall be treated in the same manner as Assessments for purposes of collection by the Condominium Association. Notwithstanding anything stated to the contrary in this Article or elsewhere in this Declaration, the Association shall have the responsibility to maintain, repair and replace all of the exterior surfaces of the Unit except fences. This shall include, but not be limited to, the roof, railings and exterior siding. The exterior surface shall also include the balconies and sheds, as originally installed by the Developer. The Unit Owner shall have the responsibility to maintain, repair and replace the doors and windows. Notwithstanding anything to the contrary in this Article or elsewhere in this Declaration, the Board of Directors may levy a special assessment in order to undertake any of its maintenance duties; however, any special assessment which exceeds \$10,000 must be approved by at least a majority of the Unit Owners voting at a meeting at which there is a quorum, or if approval is sought by written consent, then by a majority of all the Unit Owners.

2

RETURN TO:

BECKER POLIAKOFF & STREITFELD, P.A.
NORTHPOINTE BUILDING
824 U.S. HIGHWAY 1, SUITE 260
NORTH PALM BEACH, FL 33408

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
SEA BROOK PLACE, A CONDOMINIUM

WHEREAS, the Declaration of Condominium for SEA BROOK PLACE, A CONDOMINIUM has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 2853 at Page 1711; and,

WHEREAS, at a duly called and noticed meeting of the membership of THE SEA BROOK PLACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, held on February 20, 1985 and reconvened on March 19, 1985, the aforementioned Declaration was amended pursuant to the provisions of said Declaration.

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

AMENDMENT TO ARTICLE XXIV, SECTION 24.02 OF THE DECLARATION
OF CONDOMINIUM OF SEA BROOK PLACE, A CONDOMINIUM

(underlining indicates additions
"---" indicates deletions)

24.02 With each application for approval of a lease, the proposed lessee shall deposit the non-refundable sum of \$50.00 with the Association, to be held in a separate escrow account to be used as an application fee by the Association for costs and expenses associated with review of the rental application. The funds shall be used for repair and payment for any damages caused to the Common Elements by the lessee while in possession of a unit in the Association. It shall be the responsibility of the Unit Owner to insure that the damage deposit is made in a timely fashion. When lessee vacates the unit, the Board shall inspect the Common Areas appurtenant to the leased unit and, if there are no damages, refund the lessee's deposit in full. If there are damages, the lessee's deposit shall be used to pay for same, and the lessee and Unit Owner shall be responsible for any costs in excess of the actual damages. If the lessee and the Unit Owner contest the payment for damages, a Grievance Committee consisting of a representative of the Board, a representative selected by the Unit Owner and the third member to be a member of the Association selected by the first two (2) committee members, shall review the matter and make a final decision, binding upon all parties.

WITNESS my signature hereto this 28th day of August, 1985, at Jupiter, Palm Beach County, Florida.

SEA BROOK PLACE CONDOMINIUM
ASSOCIATION, INC.

BY: Linda J. Hore (SEAL)
President

ATTEST: W. R. H. Rec. (SEAL)
Secretary

Witness

Witness

LAW OFFICES

BECKER, POLIAKOFF & STREITFELD, P.A. • NORTHPOINTE BUILDING • 824 U.S. HIGHWAY 1 • SUITE 260 • NORTH PALM BEACH, FLORIDA 33408
TELEPHONE (305) 694-1230

STATE OF FLORIDA)
) SS: -
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me personally appeared Linda Gore and Wilmot Reed the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at Jupiter, Palm Beach County, Florida this 28th day of August, 1985.

Lisa A. McEntack
NOTARY PUBLIC, State of Florida,
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 17, 1987
BONDED THRU GENERAL INS. CO.



RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK, CIRCUIT COURT

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SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

SEA BROOK PLACE, A CONDOMINIUM

WHEREAS, the Declaration of Condominium of the above described Condominium was duly recorded on May 4, 1978, in Official Record Book 2853, commencing on Page 1709, of the Public Records of Palm Beach County, Florida; and

WHEREAS, said Declaration of Condominium has been modified from time to time by documents entitled "Submission of Additional Phase of Sea Brook Place, a Condominium" and recorded in Official Record Book 2853, Page 1787; Official Record Book 2889, Page 1222; Official Record Book 2954, Page 385; Official Record Book 2954, Page 389; Official Record Book 2993, Page 381; Official Record Book 3042, Page 133; Official Record Book 3069, Page 501; and Official Record Book 3095, Page 1756, all in Palm Beach County, Florida; and

WHEREAS, THE SEA BROOK PLACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, as the Condominium Association responsible for the operation of the aforescribed Condominium, pursuant to the aforescribed Declaration of Condominium and Exhibits attached thereto, is desirous of amending the aforementioned Declaration of Condominium.

NOW, THEREFORE, pursuant to paragraph "7.00" of Article VII of the Declaration of Condominium, and pursuant to approval of not less than two-thirds (2/3) of the Unit Owners at a Special Meeting of the Members of The Sea Brook Place Condominium Association, Inc., held on the 11th day of November, 1982, the Declaration of Condominium is hereby amended as follows:

1. Paragraph "10.01" of Article X, concerning assessments, will be amended to read as follows (words with dashes (-) through them are deleted from present section and underlined words are added to the section):

13.00
10.01 Assessments that are unpaid for over fifteen (15) days after the due date shall bear interest at a rate equal to ~~the lesser of--(i) ten-(10%) percent per annum, or--(ii) the maximum~~ legal rate permitted under controlling law, from the due date until paid. In the sole discretion of the Board of Directors, a late charge of \$25.00 per Assessment or installment thereof not paid when due may be assessed against a delinquent Unit Owner. The \$25.00 late charge may be assessed for each 30-day period during which the Assessment is past due and unpaid. Regular Assessments shall be due and payable monthly on the first (1st) of each month, unless the Board of Directors shall otherwise determine. ~~Assessments against Unit Owners of Units in Phases other than Phase I shall be pro-rated for the fiscal year in which the Phase becomes a part of the~~ Condominium.

2. Paragraph "15.02" of Article XV will be amended to read as follows (words with dashes (-) through them are deleted from present section and underlined words are added to the section):

15.02 (a) The Condominium Association shall have the sole and exclusive authority (provided

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that the Condominium Association may delegate said authority) to make improvements, additions or alterations to the Common Elements (including, but not limited to, landscaping or fencing), and no Unit Owner shall make or contract for any improvements, additions or alterations to any portion of the Common Elements, except with the prior written consent of the Condominium Association and upon such terms, conditions and provisions as the Condominium Association shall determine in its sole and absolute discretion. If any Unit Owner shall make or contract for any improvement, alteration or addition to the Common Elements without the prior written consent of the Condominium Association, or violate any term, condition or provision pursuant to which authority to make any such improvement, alteration or addition was granted, the Condominium Association may, in addition to all other remedies to which it may be entitled, and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition, and such Unit Owner shall, upon demand, reimburse the Condominium Association for the entire cost of such removal.

(b) The following rules shall govern the relationship between a Unit Owner and the Condominium Association regarding extensions and/or additions to the exterior structure of any unit:

1. The Unit Owner must submit written request for approval to make extensions and/or additions to the exterior of his unit to the Board of Directors.

2. Such request must include a description of all construction work to be performed.

3. A blueprint or drawing signed by a duly Florida licensed architect or engineer must accompany the request.

4. Any Unit Owner who, after approval has been granted by the Board of Directors, builds any structure or adds any extension contrary to the original request submitted, shall be required to remove same at his own expense. In addition, such Unit Owner will be assessed a fine of no less than \$100.00 and not more than \$500.00. The amount of the fine to be levied will be at the discretion of the Board of Directors.

5. Any Unit Owner who builds an extension or adds any structure to his unit without first submitting a written request of approval to the Board of Directors will be assessed a fine of \$250.00. If corrective action requires the services of an attorney, all costs assessed against a Unit Owner shall become a lien on his unit if not paid when due.

6. Any structure and/or extension to a unit, visible from the common grounds, must conform with the existing building structure.

7. No devices or instruments, mechanical, electrical, sun or wind operated will be permitted to

be placed on balconies, patios, etc., where they can be seen from the common grounds. No wires, including radio and T.V. antennas, will be permitted to be placed on any wood or concrete structure. Any violator of this guideline will be assessed a fine of \$100.00.

8. Any Unit Owner in violation of these rules will be notified by mail to correct such violation. If, after such notification has been issued the Unit Owner fails to correct the violation, the Board of Directors must proceed to assess a fine.

IN WITNESS WHEREOF, THE SEA BROOK PLACE CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed by its proper officers and its corporate seal to be affixed thereto, on this 22nd day of December, 1982.

Signed, sealed and delivered
in the presence of:

Barbara Kennedy
Juanita Del Mar

THE SEA BROOK PLACE CONDOMINIUM ASSOCIATION, INC.

By: Eleanor Reilly
Eleanor Reilly, President

ATTEST:

By: Haven Babb
Haven Babb, Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority authorized to administer oaths and take acknowledgments, ELEANOR REILLY and HAVEN BABB, well known to me to be the President and Secretary, respectively, of THE SEA BROOK PLACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, and they acknowledged before me that they executed the foregoing First Amendment to Declaration of Condominium as such officers of said corporation and as the act and deed of said corporation.

SWORN TO AND SUBSCRIBED before me on this 22nd day of December, 1982.

Barbara Kennedy
Notary Public
State of Florida

BARBARA KENNEDY

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires July 27, 1983

PLEASE RETURN TO:
This Instrument prepared by:
CHARLES R. L. WHITE, ESQ.
535 E. Indiantown Rd.
Jupiter, Florida 33458

- 3 -

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

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3.11
✓ PLEASE RETURN TO:

This instrument prepared by:
CHARLES R. L. WHITE, ESQ.
535 E. Indiantown Rd.
Jupiter, Florida 33458

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

SEA BROOK PLACE, A CONDOMINIUM

WHEREAS, the Declaration of Condominium of the above described Condominium was duly recorded on May 4, 1978, in Official Record Book 2853, commencing on Page 1709, of the Public Records of Palm Beach County, Florida; and

WHEREAS, said Declaration of Condominium has been modified from time to time by documents entitled "Submission of Additional Phase of Sea Brook Place, a Condominium" and recorded in Official Record Book 2853, Page 1787; Official Record Book 2889, Page 1222; Official Record Book 2954, Page 385; Official Record Book 2954, Page 389; Official Record Book 2993, Page 381; Official Record Book 3042, Page 133; Official Record Book 3069, Page 501; and Official Record Book 3095, Page 1756, all in Palm Beach County, Florida; and

WHEREAS, THE SEA BROOK PLACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, as the Condominium Association responsible for the operation of the aforescribed Condominium, pursuant to the aforescribed Declaration of Condominium and Exhibits attached thereto, is desirous of amending the aforementioned Declaration of Condominium.

NOW, THEREFORE, pursuant to paragraph "7.00" of Article VII of the Declaration of Condominium, and pursuant to approval of not less than two-thirds (2/3) of the Unit Owners at a Special Meeting of the Members of The Sea Brook Place Condominium Association, Inc., held on the 6th day of March, 1980, the Declaration of Condominium is hereby amended as follows:

Article XXIV is added to the Declaration of Condominium, as follows:

ARTICLE XXIV

RENTAL PROVISIONS

962
24.00 A Unit Owner shall not enter into a lease for less than thirty (30) days duration and shall not enter into more than two (2) leases of his unit in any twelve (12) month period. The Board of Directors may grant exceptions to the foregoing rules, however, if a lease is terminated due to illness, death, loss or transfer of employment or similar unforeseen, emergency reasons. In such cases, in the Board's sole discretion, more than two (2) leases per year may be permitted.

24.01 The Unit Owner must register the proposed lessee with the Association's Board of Directors. This shall be accomplished by completing a rental application and agreement in a form adopted and approved by the Board of Directors. The form shall contain the information set forth in paragraph 24.03 below. The form and agreement shall be filed with the Secretary of the Association and shall be modified and updated to reflect any change in the leasing of any unit in the Association.

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24.02 With each application for approval of a lease, the proposed lessee shall deposit the sum of \$50.00 with the Association, to be held in a separate escrow account. The funds shall be used for repair and payment for any damages caused to the Common Elements by the lessee while in possession of a unit in the Association. It shall be the responsibility of the Unit Owner to insure that the damage deposit is made in a timely fashion. When lessee vacates the unit, the Board shall inspect the Common Areas appurtenant to the leased unit and, if there are no damages, refund the lessee's deposit in full. If there are damages, the lessee's deposit shall be used to pay for same, and the lessee and Unit Owner shall be responsible for any costs in excess of the actual damages. If the lessee and the Unit Owner contest the payment for damages, a Grievance Committee consisting of a representative of the Board, a representative selected by the Unit Owner and the third member to be a member of the Association selected by the first two (2) committee members, shall review the matter and make a final decision, binding upon all parties.

IN WITNESS WHEREOF, THE SEA BROOK PLACE CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed by its proper officers and its corporate seal to be affixed thereto, on this 21st day of December, 1982.

Signed, sealed and delivered
in the presence of:

Barbara Kennedy
Judith Grosso

THE SEA BROOK PLACE
CONDOMINIUM ASSOCIATION, INC.

By: Eleanor Reilly
Eleanor Reilly, President

ATTEST: Haven Babb
By: Haven Babb, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority authorized to administer oaths and take acknowledgments, ELEANOR REILLY and HAVEN BABB, well known to me to be the President and Secretary, respectively, of THE SEA BROOK PLACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, and they acknowledged before me that they executed the foregoing First Amendment to Declaration of Condominium as such officers of said corporation and as the act and deed of said corporation.

SWORN TO AND SUBSCRIBED before me on this 21st day of December, 1982.

Barbara Kennedy
Notary Public
State of Florida

My Commission Expires:

Barbara Kennedy
Notary Public, State of Florida at Large
Commission Expires July 27, 1983

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RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

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