

Pamela McCall
3335 Michener Pl
Plant City FL
33566-0764

THIS IS NOT A
CERTIFIED COPY

INSTR # 2003507506

O BK 13356 PG 1003

Pgs 1003 - 1005: (3pgs)

RECORDED 12/03/2003 03:06:48 PM

RICHARD AKE CLERK OF COURT

HILLSBOROUGH COUNTY

DEPUTY CLERK K Snider

For use by Clerk's Office only

CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SILVERBROOKE

Silverbrooke Homeowners Association, Inc., a not-for-profit corporation organized under the law of the State of Florida ("Association"), hereby certifies as follows:

RECITALS:

A. The Declaration of Covenants, Conditions and Restrictions for Silverbrooke was recorded in Official Records Book 8514, Page 379, public records of Hillsborough County, Florida, as may have been amended from time to time (the "Declaration").

B. Article X, Section 5 of the Declaration states that the Declaration may be amended by the owners in accordance with the provisions therein.

C. The following amendment to the Declaration was adopted by the requisite number of owners at a meeting of the Association members duly called and noticed in accordance with the Declaration and the Association's Bylaws on November 17, 2003.

ACCORDINGLY, the Declaration was amended in the manner as set forth below, as evidenced by this Certificate, pursuant to Article X, Section 5 of the Declaration (where applicable, double-underlined text indicates text which has been added and ~~strikethrough text~~ indicates text which has been deleted):

1. Article VI, Section 18 is hereby deleted in its entirety and the following new Article VI, Section 18 is created as follows:

Section 18. Care and Appearance of Dwelling; Lien Rights.

All Owners of Lots, with completed Dwellings thereon, at each Owner's sole cost and expense, shall, at a minimum, keep and maintain the grass and landscaping thereon in a neat and attractive manner. Each dwelling shall be maintained in a structurally sound and neat and attractive manner, including exterior building surfaces, paint, roofs, gutters, downspouts, grass and screened areas, by and at the expense of the Owner of the Lot upon which the dwelling is situated. Upon the Owner's failure to so maintain such Owner's dwelling or Lot, the Board may, at its option, after providing the Owner with thirty (30) days' written notice sent to such Owner's last known address, make repairs and improve the appearance of the dwelling in a reasonable and workmanlike manner, with funds provided by the Association, provided that prior approval for such activities is authorized by at least a two-thirds (2/3) vote of the Board. The Owner of such dwelling or Lot shall be required to reimburse the Association for any work or activities taken in connection with the dwelling or Lot as provided above, and to secure reimbursement of such funds, the Association shall have a

THIS IS NOT A
CERTIFIED COPY

lien upon the subject Lot enforceable as herein provided. Upon performing the work herein provided, the Association shall be entitled to file in the public records of the County a notice of its claim of lien by virtue of this provision. Said notice shall state the cost of such work or maintenance activities and shall contain a description of the Lot against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors until such notice is recorded. Each Lot shall stand as security for any expense incurred by the Association pursuant to this Section and in connection with such Lot, and this provision also shall be binding upon the Owner of such Lot at the time the expense is incurred, who shall be personally liable. The lien herein provided shall be due and payable forthwith upon the completion of the work or maintenance activities, and if not paid, said lien may be enforced by foreclosure in the same manner as a mortgage under Florida law. The amount due and secured by said lien shall bear interest at the highest rate of interest permitted under Florida law not constituting usury, from the date of recording of said claim of lien, and in any action to enforce such payment, the Association shall be entitled to recover attorneys' fees and costs. The lien herein provided shall be subordinate to the lien of any mortgage encumbering any Lot in favor of any institutional lender or mortgage company; provided, however, that any such mortgagee, when in possession, any purchaser at any foreclosure sale, any mortgagee accepting a deed in lieu of foreclosure, and all persons claiming by, through or any of the same, shall hold title subject to the obligations and the lien herein provided.

2. Article X, Section 4 is amended as follows:

Section 4. Enforcement. Unless expressly provided otherwise, the Association, or any Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association is the losing party against any Owner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party and those incurred by the Association itself, may be assessed against such Owner's Lot, as provided in Article VII herein. Failure by the Association or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time. In addition to the foregoing, the Association shall have the right and authority, without the duty, to impose fines for violations to the Declaration, subject to procedural requirements and maximum fines established by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THIS IS NOT A

IN WITNESS WHEREOF, The Association hereby certifies and affirms that the amendments contained herein have been approved in accordance with Chapters 617 and 720, Florida Statutes, and also in accordance with the Declaration and the Association's Bylaws, and the Association has caused this Certificate of Amendment to be executed by its authorized officers and has caused its corporate seal to be affixed hereto this 17th day of November, 2003.

WITNESSES:

HOMEOWNERS ASSOCIATION OF UNIT 33-6
(SILVERBROOKE), INC., A Florida not-for-profit corporation.

Millie MacLeod
Print name: MILLIE MACLEOD

[Signature]
Print Name: JAMES KEIFER

[Signature]
Print Name: Jessica M. Keifer

[Signature] SR
Print Name: KE BURKE SR

By: [Signature]
Name: PAMELA MCCALL
Title: Secretary

Attest: [Signature]
Name: GAIL G. CERRONI
Title: VICE-PRESIDENT

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 1 day of Dec, 2003, by PAMELA MCCALL and GAIL G. CERRONI, as SECRETARY and VICE PRESIDENT, respectively, of Homeowners Association of Unit 33-6 (SilverBrooke), Inc., a Florida not-for-profit corporation.

They are personally known to me or _____ have produced _____ as identification.

My commission Expires:

(AFFIX NOTARY SEAL)

[Signature]
(Signature)

Name: MARLENE J. MERRIN
(Legibly Printed)

Notary Public, State of Florida

CC902568

(Commission Number, if any)

