

PREPARED BY AND RETURN TO:
Jennifer M. Lawton, Esquire
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, Florida 33434

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR GREEN CAY
VILLAGE CONDOMINIUM, A CONDOMINIUM**

This Second Amendment (“**Second Amendment**”) to Declaration of Condominium for Green Cay Village Condominium, a Condominium is made and executed this 24th day of March, 2010 by **Green Cay Village Condominium Association, Inc.** (“Association”) by and through its Board of Directors and joined in by **Green Cay Village Condominium, LLLP, a Florida limited liability limited partnership** (“Developer”).

BACKGROUND

WHEREAS, Developer submitted certain real property to condominium form of ownership pursuant to the Florida Condominium Act, by recording that certain Declaration of Condominium of Green Cay Village Condominium, a Condominium, in Official Records Book 21303, Page 1475 of the Public Records of Palm Beach County, Florida, (the “**Declaration**”); and

WHEREAS, pursuant to Section 6.2 of the Declaration, the Declaration may be amended by approval of a majority of the voting interest of the Board of Directors during the period of Developer control; and

WHEREAS, the Developer has not turned over control of the Association to Unit Owners other than the Developer and the Developer has the right to appoint the majority of the Board of Directors of the Association; and

WHEREAS, at a duly called meeting of the Board of Directors on March 24th, 2010 a majority of the Board of Directors approved the amendments made herein; and

WHEREAS, the Board of Directors wishes to amend the Declaration as more particularly set forth herein.

NOW THEREFORE, the Declaration is hereby amended as follows:

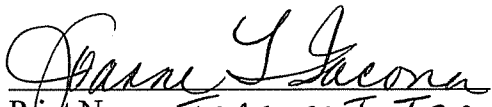
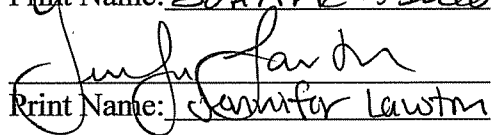
1. The above recitals are true and correct and are incorporated herein by reference. Capitalized terms which are not defined in this Second Amendment shall have the same meaning as defined in the Declaration.

2. Section 15.9 is hereby amended to include the following:

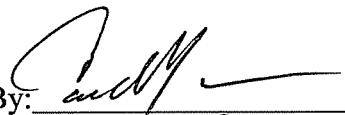
Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) an express statement that a material condition of the lease shall be the Owner's collateral assignment of rents of the leased Unit to the Association ("Collateral Assignment of Rents"). Only in the event an Owner of a leased Unit defaults on the obligation to timely make payments of Assessments, as the same may arise from time to time, the Collateral Assignment of Rents shall become effective. Upon the Collateral Assignment of Rents becoming effective, the Association shall have the right at any time to provide ten (10) days written notice to the Owner and the tenant that all subsequent lease payments are to be forwarded by the tenant directly to the Association, until otherwise notified by the Association. The Association shall immediately apply collected rents to outstanding Assessment due from the Owner and immediately remit the balance of the rent to the Owner. Notwithstanding anything to the contrary herein, in the event the tenant fails to forward rent directly to the Association, the Association may immediately commence legal action to terminate the lease subject to the provisions of Florida law and this Declaration, and secure the removal of the tenant. Any and all fees and costs incurred, including attorney's fees, shall be recoverable by the Association from the Owner. This subsection shall also apply to any subleases, assignments or renewals of leases. The Association shall have the right to require that each lease contain certain uniform provisions, including those reflected herein and any promulgated rules and regulations regarding resident conduct. Notwithstanding anything to the contrary set forth herein, these restrictions and limitations shall not apply to the Developer, its designees, successors and assigns as set forth in Section 15.14 of the Declaration and the Developer shall have the right to enter into leases of its Lots with any tenant it deems appropriate in its sole and absolute discretion.

IN WITNESS WHEREOF, this Second Amendment has been executed by the Association and is joined in by the Developer as of the day and year set forth below.

WITNESSES:


Print Name: Eileen T. Jacora

Print Name: Jennifer Lawton

GREEN CAY VILLAGE CONDOMINIUM
ASSOCIATION, INC., a Florida not for
profit corporation

By: 
Print Name: Casper Mager
Title: President

[ACKNOWLEDGEMENT TO APPEAR ON THE FOLLOWING PAGE]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of March, 2010, by Casper Maier, as President of Green Cay Village Condominium Association, Inc. on behalf of the corporation. He is personally known to me or has produced his Florida driver's license as identification.



(Notary Seal)

Jennifer Lawton
Notary Public
Name: Jennifer Lawton
Commission Expires : _____
Commission Number: _____

JOINDER AND CONSENT OF THE DEVELOPER

IN WITNESS WHEREOF, the Developer hereby joins in and consents to the foregoing Second Amendment.

WITNESSES:

GREEN CAY VILLAGE
CONDOMINIUMS, LLLP, a Florida
limited liability limited partnership

By: Green Cay Venture, its authorized agent

By: Willow Trading, LLC, its manager

Emily Smith
Print Name: Emily Smith
Paige Dixon
Print Name: PAIGE DIXON

By: *Serge Van Duuren*
Print Name: SERGE VAN DUUREN
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29th day of March, 2010, by Serge Van Duuren, as President of Willow Trading, LLC, as the manager of Green Cay Venture, as authorized agent of Green Cay Village Condominium, LLLP on behalf of the company. He is personally known to me or has produced his Florida driver's license as identification.



(Notary Seal)

Jennifer Lawton
Notary Public
Name: Jennifer Lawton
Commission Expires : _____
Commission Number: _____