

PREPARED BY and RETURN TO:
STEVEN A. WEINBERG, ESQ.
FRANK WEINBERG & BLACK PLLC
7805 SW 6TH COURT
PLANTATION, FL 33324

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF**

VILLA SAN REMO NEIGHBORHOOD "F" HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLA SAN REMO, is made this 19 day of May, 2018, by VILLA SAN REMO NEIGHBORHOOD "F" HOMEOWNERS ASSOCIATION, INC.

RECITALS:

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLA SAN REMO was recorded at Official Records Book 6007, Page 1853, in the Public Records of Palm Beach County, Florida, on or about March 23, 1989, as amended;

WHEREAS, Article XIV, Section 2 of the Declaration of Covenants, Conditions and Restrictions for VILLA SAN REMO (the "Declaration"), provides that said Declaration may be amended upon the approval of two-thirds (2/3rds) of the total vote of the members of VILLA SAN REMO NEIGHBORHOOD "F";

WHEREAS, the Amendment to the Declaration is attached hereto as Exhibit A; and

WHEREAS, the Amendment was properly adopted as per the Declaration and By-Laws;

THEREFORE, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLA SAN REMO, shall be hereby amended to incorporate Exhibit A.

IN WITNESS WHEREOF, VILLA SAN REMO NEIGHBORHOOD "F" HOMEOWNERS ASSOCIATION, INC. has caused these presents to be executed by its duly authorized officer and the seal of the Corporation affixed thereto this 19 day of May, 2018.

WITNESSETH:

VILLA SAN REMO NEIGHBORHOOD "F"
HOMEOWNERS ASSOCIATION, INC.

Kip Lee Scar
Print: KIP LEE SCAR

Kip Lee Scar
Print: KIP LEE SCAR

By: [Signature]
Lloyd Berkowitz, President

[Signature]
Aaron Cohen, Secretary

FWB

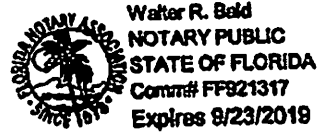
FRANK • WEINBERG • BLACK
7805 S.W. 6th Court • Plantation, FL 33324

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT was acknowledged before me this 19 day of May, 2018 by Lloyd Berkowitz, as President and Aaron Cohen, as Secretary of VILLA SAN REMO NEIGHBORHOOD "F" HOMEOWNERS ASSOCIATION, INC., and are each personally known to me. *Provided Florida Drivers Licenses for ID*


Notary Public, State of Florida

My Commission Expires: 9/23/2019



Additions are underlined
Deletions are ~~stricken~~

Article IV, Section 3A
Neighborhood 'D' Owners Responsibility

In addition to and not in limitation of those responsibilities and provisions set forth in Section 3 of this Article IV, each Owner of a Unit in Neighborhood 'D' ~~F~~¹ is responsible for the repair, maintenance and/or replacement at his expense of all portions of the Unit and other improvements constructed on his Unit except for the maintenance duties of the Association or those duties assumed by the Neighborhood association as hereinabove provided. Accordingly, the maintenance of the exterior of each individual Unit is the responsibility of each Unit Owner including but not limited to repainting, roof repair (except as provided by the Association or Neighborhood association for the building in which the Unit is located), repaving, and maintenance and replacement of exterior shutters, decks, and walkways appurtenant to the Unit and not within an Area Of Common Responsibility.

Article IV, Section 5
Roof Repair and Replacement

Each of the Units in Neighborhood 'D' ~~F~~ are contained in an multi unit building as constructed by the Declarant. The Board of Directors of the Neighborhood Association for Neighborhood 'F', ~~unless such responsibility has been assumed by the Neighborhood association,~~ shall determine, from time to time, in its sole discretion, when the exterior surfaces of an entire building should be repainted or refinished; and when the roof of an entire building (i.e. a common roof as hereinafter defined) should be cleaned or the roofing materials ~~repaired or replaced~~. The Neighborhood Association for Neighborhood 'F' shall so inform each of the Unit Owners within that building- ~~when~~ ^{such} maintenance services shall be contracted for and paid by the Neighborhood Association for Neighborhood 'F' ~~(or Neighborhood association)~~ and Unit Owners shall not interfere with such maintenance services. All other maintenance, repair and replacement of improvements of a Unit shall be the obligation of the Owner thereof.

It is further contemplated that the roof of each building constructed upon the Units will extend over all of the dwellings in each building and shall be a common roof. In the event that a portion of a roof requires repair or replacement pursuant to this Article IV or Article ~~III~~^V hereof, then the cost thereof in excess of insurance proceeds, if any, shall be shared pro rata by the Owners of the Units over which that portion of the roof to be repaired or replaced is situated in the Neighborhood 'F' Association; provided however, that in the event that damage or destruction, as a result of casualty loss, is confined to the roof area wholly within the dimensions of a single Unit, the cost of repair and replacement

¹ Neighborhood 'D' was renamed to Neighborhood "F" by the Articles of Incorporation of Villa San Remo Neighborhood "F" Homeowners Association, Inc. by virtue of that amendment in Official Records Book 11440 Page 244, recorded in the public records of Palm Beach County on November 4, 1999.

thereof which is in excess of insurance proceeds, if any, shall be paid by the Owner of ~~the said single~~ Unit. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one Owner or group of Owners, such negligent Owner(s) shall bear the entire cost of repair or replacement, in excess of insurance proceeds, if any.

Notwithstanding anything contained in this Article IV, Section 5, if the Board of Directors of the Neighborhood Association for Neighborhood 'F', has determined that a roof system on a building is in need of replacement, then the Neighborhood Association shall be responsible to replace the roof system (excluding the roof trusses) and the cost of such replacement shall be deemed to be a Common Expense of the Neighborhood Association. The Neighborhood Association for Neighborhood 'F' shall have the right to borrow money from any financial institution and/or impose a special assessment for the cost of replacement of the roof without further owner vote. Each and every Owner shall give the Neighborhood Association for Neighborhood 'F', its employees, contractors and agents an irrevocable and perpetual easement, as may be necessary, to access each Unit, including the roof system to inspect and replace the roof.

In the event of any dispute arising under the provisions of this Article relating to roof repair and replacement, any party may request the Board of Directors to settle the dispute, and the Board's decision shall be binding, provided however, that the Board of Directors may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators and shall be binding.