

This instrument prepared by  
and return to:

Christopher P. Eri, Esq.  
Community Association Law Group  
157 E New England Ave, Suite 340  
Winter Park, FL 32789  
(407) 628-8145

**FIRST AMENDMENT OF DECLARATION OF CONDOMINIUM FOR DELANEY  
PLACE, A CONDOMINIUM**

THIS FIRST AMENDMENT OF DECLARATION OF CONDOMINIUM FOR DELANEY PLACE, A CONDOMINIUM ("First Amendment") is made and executed this 18 day of DEC, 2012, by Delaney Place Condominium Community Association, Inc., a Florida not for profit corporation ("Community Association"), whose principal address is 627 Delaney Ave, Suite 13, Orlando, FL 32801, pursuant to Section 26 of the Declaration of Condominium for Delaney Place, A Condominium, recorded at Official Records Book 8149, Page 1092, *et seq.* of the Public Records of Orange County, Florida ("Declaration").

**RECITALS**

WHEREAS, pursuant to Section 6 of the Declaration, the Owners, as that term is defined under the Declaration, may amend the Declaration in conformity with the Florida Condominium Act upon the affirmative vote of 75% of the Owners eligible to vote; and

WHEREAS, the Owners voted and approved this First Amendment by more than a 75% margin at a duly noticed meeting on November 13, 2012 at which a quorum of the Owners eligible to vote were in attendance; and

WHEREAS, the Community Association wishes to amend Section 13 of the Declaration regarding Assessments and Section 19 of the Declaration regarding selling, leasing and mortgaging units; and

WHEREAS, this First Amendment is being recorded in the Public Records of Orange County, Florida to provide record notice of the above-described amendments,

NOW THEREFORE,

1. All of the above Recitals are true and correct and incorporated herein by reference.

**[Remainder of Page Intentionally Left Blank]**

2. The Community Association hereby amends and restates Section 13 of the Declaration to read as follows:

SECTION 13  
DETERMINATION OF ASSESSMENTS

13.2 Special Assessments. In addition to General Assessments the Board of Directors may levy "Special Assessments," "Capital Improvement Assessments," and "Capital Contribution Assessments" upon the following terms and conditions:

(a) "Special Assessments" shall mean or refer to amounts levied against each Owner and such Owner's Unit, representing a portion of the costs incurred by the association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

(b) "Capital Improvements Assessments" shall mean and refer to amounts levied against each Owner and such Owner's Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from maintenance, repair and replacement) of any capital improvements located or to be located within the Common Elements.

(c) "Capital Contribution Assessments" shall mean and refer to an amount levied upon a new Unit Owner upon the acceptance of title to a Unit. The amount of the Capital Contribution Assessment shall be \$1,000.00 and shall be due and payable by any new Unit Owner immediately after taking title to the new Unit. Such Capital Contribution Assessment shall not apply to institutional mortgagees that take title as the result of a judicial foreclosure or deed in lieu, or to persons or entities taking title through inheritance after the death of the prior record title owner. The Capital Contribution Assessment will be used for the purposes of offsetting administrative costs associated with updating the Association's official records to reflect the new owner; providing any estoppels, certificates, or other materials required to facilitate a closing on the unit; and to defray future operating costs of the Association.

(d) Special Assessments and Capital Improvement Assessments may be levied by the Board of Directors and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments and Capital Improvement Assessments, in the aggregate in any year, exceed \$5,000.00 or cause the total Assessments levied to exceed 115% of Assessments for the preceding calendar year, the Board must obtain approval of a majority of the Owner of Units represented

at a meeting duly called, noticed and held in accordance with the By-Laws and the Act.

3. The Community Association hereby amends and restates Section 19 of the Declaration to read as follows:

SECTION 19  
SELLING, LEASING AND MORTGAGING OF UNIT

19.1 Sales. Prior to the conveyance of a Unit the Unit Owner shall request a certificate, executed and acknowledged by an officer of the Association, stating that all Assessments levied against such Unit have been paid in full. Said request shall be on a form (which will be prepared by the Association) setting forth the proposed purchaser's name, notice address and date of closing. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. Notwithstanding the foregoing, each new Unit Owner shall, as a condition of their purchase, be required to pay a \$1,000.00 Capital Contribution to the Association. This Capital Contribution shall be required regardless of whether such amount is included in the above-described certificate stating that all amounts due to the Association from the prior owner have been paid in full, and every new Unit Owner is hereby put on record title notice of this requirement. Each new Unit Owner receiving a conveyance from any party shall notify the Association and the Management Firm promptly after becoming a new Unit Owner by delivering a copy of said new Unit Owner's deed to the Unit to the Association and the Management Firm. Any deed or conveyance to a new Unit Owner shall automatically be deemed to provide that the acceptance thereof by the grantee shall constitute an assumption of the rights and obligations set forth in the provisions of the Declaration, the Bylaws, the Articles of Incorporation, the Rules and Regulations, and all other agreements, documents or instruments affecting the Condominium Property, as the same may be amended from time to time.

4. To the extent that any provision of the Declaration is different from or in contravention of the matters in this First Amendment, this First Amendment shall be superior and control. All other terms of the Declaration shall remain in full force and effect.

5. The terms and conditions of this First Amendment shall run with the land and the benefits and burdens hereof and of the Declaration shall bind and inure to the benefit of the Owners of the Properties, and any owner or occupant of other lands governed by the Declaration, and their heirs, successors, tenants, and assigns.

6. All capitalized terms used in this First Amendment that are not defined in this First Amendment shall have the same meaning as set forth in the Declaration.

IN WITNESS WHEREOF, the Association has executed this First Amendment on the day and year first indicated above.

WITNESSES:

"Community Association"

DELANEY PLACE CONDOMINIUM  
COMMUNITY ASSOCIATION, INC.,  
a Florida not for profit corporation



Print Name: Bryan Reynolds



Print Name: Logan Curran

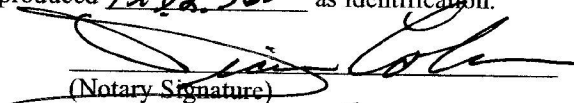
By: 

Print Name: SCOTT FERRANE

As its: PRESIDENT

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18 day of Dec, 2012 by SCOTT FERRANE as PRESIDENT of DELANEY PLACE CONDOMINIUM COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. He/she is personally known to me or has produced FID# 3630 as identification.

  
(Notary Signature)

(NOTARY SEAL)

DIANNE COLEMAN  
(Notary Name Printed)

NOTARY PUBLIC

Commission No. \_\_\_\_\_

