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Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
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This instrument was prepared by  
and should be returned to:  
Robert B. Burr, Esq.  
Rossini Burr, PLLC  
1550 Southern Boulevard, Suite 100  
West Palm Beach, FL 33406

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND  
RESERVATIONS, AFFECTING THE REAL PROPERTY  
OF WEAVER DEVELOPMENT CORPORATION**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND RESERVATIONS, AFFECTING THE REAL PROPERTY OF WEAVER DEVELOPMENT CORPORATION is made by the CYPRESS CREEK PROPERTY OWNERS ASSOCIATION, INC. ("Association").

**WITNESSETH:**

WHEREAS, the Declaration of Protective Covenants, Restrictions and Reservations Affecting the Real Property of Weaver Development was recorded commencing at Official Records Book 3156, Page 1105 of the Public Records of Palm Beach County, Florida (referred to herein as "Declaration") and established covenants running with the land therein described.


NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

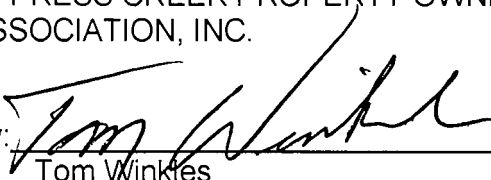
1. The Amendment, attached hereto as Exhibit "A", to the Declaration has been properly and duly approved and adopted, pursuant to Florida Statute 720.306(1)(b) by the affirmative vote of not less than two-thirds of the voting interests of the Association. Further, the Amendment attached hereto as Exhibit "A" has been properly and duly approved and adopted by the Board of Directors.
2. The Association has properly approved and adopted the Amendment attached hereto as Exhibit "A". The approval and adoption of the Amendment appears in the minutes of the Association, and said approval and adoption is unrevoked.
3. The Amendment attached hereto as Exhibit "A" shall run with the real property subject to the Declaration and shall be binding on all parties having any right, title or interest in the real property subject to the Declaration, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.


IN WITNESS WHEREOF, the undersigned have set their hand and seal this 15<sup>th</sup>  
day of May, 2017.

Witnesses (as to both):

CYPRESS CREEK PROPERTY OWNERS  
ASSOCIATION, INC.

  
Signature  
Brent Theriault  
Print Name

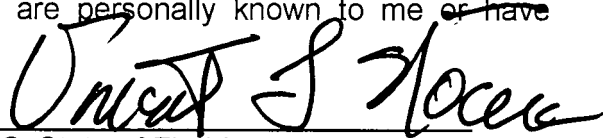
By:   
Tom Winkles  
Association President

  
Signature  
Sylvia Winkles  
Print Name

Attest:   
Theresa Marcacci  
Association Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15 day of May,  
2017, by Tom Winkles as President and Theresa Marcacci as Secretary of the  
CYPRESS CREEK PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit  
corporation, on behalf of the Corporation. They are personally known to me or have  
produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida



VINCENT L. NOCERA  
MY COMMISSION # FF 992487  
EXPIRES: September 13, 2020  
Bonded Thru Budget Notary Services

**EXHIBIT "A"**

**CYPRESS CREEK PROPERTY OWNERS ASSOCIATION, INC.**

**AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND RESERVATIONS, AFFECTING THE REAL PROPERTY OF  
WEAVER DEVELOPMENT CORPORATION AND ADDITIONAL DECLARATIONS OF  
PROTECTIVE COVENANTS AND RESTRICTIONS REGARDING THE CYPRESS  
CREEK PROPERTY OWNERS ASSOCIATION, INC.**

**[Added language is underlined. Deleted language is ~~stricken through~~.]**

The Declaration of Protective Covenants, Restrictions and Reservations Affecting the Real Property of Weaver Development recorded at Official Records Book 3156, Page 1105 of the Public Records of Palm Beach County, Florida is referred to herein as "Declaration." Paragraph X of the Declaration shall be amended to read as follows:

**PARAGRAPH X  
MORTGAGES**

A Lot Owner is jointly and severally liable with the previous Lot Owner for all unpaid assessments, interest, late fees, and attorney and paralegal fees and costs that came due up to the time of transfer of title. The Association's lien shall relate back to the recording of the Declaration. The term "previous Lot Owner" shall not include the Association if the Association acquires title to a Lot by foreclosure or deed in lieu of foreclosure.

However, as provided in Florida Statute 720.3085, the liability of a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure, for the unpaid assessments that become due before the mortgagee's acquisition of title, shall be the lesser of:

1. The Lot's unpaid common expenses and regular periodic or special assessments that accrued or became due during the twelve (12) months immediately preceding the acquisition of title for which payment in full has not been received by the Association; or
2. One (1%) percent of the original mortgage debt.

The limitations on first mortgagee liability provided in this section apply only if the first mortgagee filed suit against a Lot Owner and initially joined the Association as a defendant in the mortgagee foreclosure action.

For the purposes of this section, the term "successor or assignee" used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

Notwithstanding the above, if a first mortgage is recorded in the Public Records after the Association's Claim of Lien is recorded, the first mortgagee which buys back the Unit at the foreclosure sale is responsible for all unpaid back assessments, interest, late fees, and attorney and paralegal fees and costs.

The Association assessments are superior in priority to second and third mortgages regardless of whether the Association has recorded a lien prior to the second or third mortgage being recorded. If a second or third mortgage holder files a foreclosure action, the second or third mortgage holder or any other person or party who buys the Lot at the foreclosure sale is responsible for all unpaid back assessments, interest, late fees, and attorney and paralegal fees and costs.

If a mortgage foreclosure is filed and the Association is named as a defendant in a mortgage foreclosure, the Association may recover as against the Owner involved, the attorneys' fees and costs incurred by the Association in responding to the mortgage foreclosure complaint and representing the Association's interests in the mortgage foreclosure. The Association may recover such attorneys' fees and costs as an assessment and lien against the Lot and personal obligation of the Lot Owner.

The Declaration, Articles of Incorporation and Bylaws shall be deemed automatically amended to conform to Florida Statutes, Chapter 720, as Chapter 720 is amended from time to time.

This Amended Article X shall apply to all Lots and mortgage foreclosure situations including mortgages existing at the time this amendment is adopted.

### **SUBORDINATION OF LIENS TO MORTGAGES**

~~The liens for all fees, dues, charges and assessments provided herein, shall be subordinate to the lien of any bona fide first mortgage, excluding purchase money mortgages, now or hereafter placed on any lot; provided, however, that such subordination shall apply only to the sums which have become due and payable prior to a sale or transfer of such lot, pursuant to a decree of foreclosure or other proceeding in lieu of a foreclosure. No sale, transfer, or conveyance of any kind shall relieve any lot owner from the liability for any fees, dues, charges or assessments thereafter becoming due or the lien of any such sums."~~