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OR BK 32960 PG 1816
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Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 1816 - 18217 (6pgs)

This instrument was prepared by
and should be returned to:
Robert B. Burr, Esq.
Rossin & Burr, PLLC
1665 Palm Beach Lakes Blvd, Suite 101
The Forum, Building B
West Palm Beach, FL 33401

**CERTIFICATE OF AMENDMENT TO THE SUBORDINATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF WOODBINE PARCEL "E"
AND THE ARTICLES OF INCORPORATION AND BYLAWS OF ELPINE
HOMEOWNERS' SUB-ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE SUBORDINATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
WOODBINE PARCEL "E" AND THE ARTICLES OF INCORPORATION AND BYLAWS
OF ELPINE HOMEOWNERS' SUB-ASSOCIATION, INC. is made by the ELPINE
HOMEOWNERS' SUB-ASSOCIATION, INC. ("Association").

W I T N E S S E T H:

WHEREAS, the Subordinated Declaration of Covenants, Conditions and
Restrictions of Wood bine Parcel "E" ("Declaration") was originally recorded
commencing at Official Records Book 9540, Page 1090 of the Public Records of Palm
Beach County, Florida, and established covenants running with the land therein
described.

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

1. The Amendments, attached hereto as Exhibit "A", to the Declaration, Articles
of Incorporation and Bylaws have been properly and duly approved and adopted by the
Association Members and the Association's Board of Directors pursuant to the
requirements of those governing documents. The approval and adoption of the
Amendments appears in the minutes of the Association, and said approval and adoption
is unrevoked.

2. The Amendments 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 and their heirs, successors
and assigns, and shall inure to the benefit of each owner thereof.



7th IN WITNESS WHEREOF, the undersigned have set their hand and seal this
day of October, 2021.

Witnesses (as to both):

ELPINE HOMEOWNERS'
SUB-ASSOCIATION, INC.

Chris Sullivan
Signature

Chris Sullivan
Printed Name

Andres Merizalde
Signature

ANDRES MERIZALDE
Printed Name

By: *Juan Calderon*
Juan Calderon
Association President

Attest: *Ralph Cosme*
Signature
Printed name: Ralph m. Cosme.
Association Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 7th day of October, 2021,
by means of [☒] physical presence or [☐] online notarization, by Juan Calderon as
President and Ralph Cosme as Secretary of the ELPINE HOMEOWNERS' SUB-
ASSOCIATION, INC., a ~~Florida not-for-profit~~ corporation, on behalf of the Corporation.
They are personally known to me or have produced _____ as
identification.

Amanda J. Denton
NOTARY PUBLIC, State of Florida

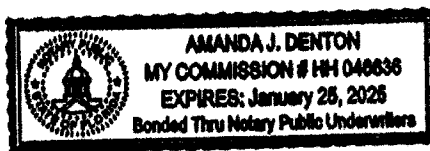


EXHIBIT "A"

AMENDMENTS TO THE SUBORDINATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODBINE PARCEL "E" ("Declaration") AND THE ARTICLES OF INCORPORATION AND BYLAWS OF ELPINE HOMEOWNERS SUB-ASSOCIATION, INC.

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

1. Section 8.16 of the Declaration shall be amended to read as follows:

"Section 8.16. Mortgage Foreclosures. 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 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. The Association's lien relates back to the recording of the original Declaration. 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.

If a party other than the first mortgagee or its successor or assignee as a subsequent holder of the first mortgage, buys a Lot at the foreclosure sale, that party is obligated to pay the Association all unpaid back assessments, and to the extent allowed by law, interest, late fees, and attorney and paralegal fees and costs.

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 Lot at the foreclosure sale is responsible for all unpaid back assessments, and to the extent allowed by law, 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, and to the extent allowed by law, interest, late fees, and attorney and paralegal fees and costs.

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.

~~Subordination of the Claim of Lien of Elpine Homeowners' Sub Association to Mortgages. Where a Person obtains title to a Unit or Lot as a result of foreclosure of a first mortgage or where the holder of a first mortgage accepts a deed in lieu of foreclosure of its first mortgage, such acquire of title and its heirs, successors or assigns, shall not be liable for the Claim of Lien of any assessment pertaining to a Unit or Lot so acquired which became due after the filing date of the first mortgage, but prior to the acquisition of title. Such property shall be free of any lien for such assessment; provided however, that the extinguishment of the lien against a Unit or Lot shall not relieve the original Owner from its personal liability to Elpine Homeowners' Sub Association for such unpaid assessments. Any assessment not collected because of the foregoing provisions or otherwise found by the Board of Directors to be uncollectible shall be collectible as additional common expenses from all assessable Members subject to the same type of assessment."~~

2. Sections 12.02 and 12.03 of the Declaration shall be amended to read as follows:

"Section 12.02. Amendments by Members. ~~The members may amend this Subordinated Declaration as provided in the Bylaws.~~

This Declaration shall be amended by approval of a majority of the total voting interests of the Lot Owners (fifty percent plus one (50% plus 1), such Lot Owners either:

(a) voting in person or by proxy at any annual members meeting or special members meeting, or

(b) submitting written agreements adopting the amendment(s) without a members meeting.

In addition approval of the Board of Directors shall be required for amendment of this Declaration.

Amendments to the Declaration shall, after adoption, be recorded in the Public Records of Palm Beach County, Florida."

Section 12.03. [intentionally left blank] Amendments by the DECLARANT. ~~The DECLARANT may amend this Subordinated Declaration at any time that it shall be~~



~~in control of Elpine Homeowners' Sub-Association without the consent of the Members. The DECLARANT may amend this Subordinated Declaration even after it is no longer in control of Elpine Homeowners' Sub-Association, without the consent or approval of the Members, to correct any scrivener's errors. In that regard, the DECLARANT shall be the sole judge of what constitutes a scrivener's error."~~

3. Sections 14.01 and 14.02 of the Articles of Incorporation shall be amended to read as follows:

~~"Section 14.01. Amendment by Members. Amendment of these Articles shall require the assent of two-thirds of the membership. Amendments shall be proposed by resolution approved by a majority of the Board of Directors.~~

These Articles of Incorporation shall be amended by approval of a majority of the total voting interests of the Lot Owners (fifty percent plus one (50% plus 1), such Lot Owners either:

(a) voting in person or by proxy at any annual members meeting or special members meeting, or

(b) submitting written agreements adopting the amendment(s) without a members meeting.

In addition approval of the Board of Directors shall be required for amendment of these Articles of Incorporation.

Amendments to these Articles of Incorporation shall, after adoption, be filed with the office of the Florida Secretary of State and recorded in the Public Records of Palm Beach County, Florida.

~~Section 14.02. [intentionally left blank] Amendment by DECLARANT. The DECLARANT may amend these Articles at any time that it shall be in control of Elpine Homeowners' Sub-Association without the consent of the Members. The DECLARANT may amend the Articles even after it is no longer in control of Elpine Homeowners' Sub-Association, without the consent or approval of the Members, to correct any scrivener's error. In that regard, the DECLARANT shall be the sole judge of what constitutes a scrivener's error."~~

4. Article XIII of the Bylaws shall be amended to read as follows:

"ARTICLE XIII

AMENDMENTS

These Bylaws shall be amended by approval of a majority of the total voting interests of the Lot Owners (fifty percent plus one (50% plus 1), such Lot Owners either:



(a) voting in person or by proxy at any annual members meeting or special members meeting, or

(b) submitting written agreements adopting the amendment(s) without a members meeting.

In addition approval of the Board of Directors shall be required for amendment of these Bylaws.

Amendments to these Bylaws shall, after adoption, be recorded in the Public Records of Palm Beach County, Florida.

~~These Bylaws may be amended in the following manner:~~

~~**Section 13.01. Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.~~

~~**Section 13.02. Resolution.** A resolution adopting a proposed amendment may be proposed by either the Board of Directors or the Members of the Elpine Homeowners' Sub-Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by one of the following:~~

~~A. By not less than seventy five percent (75%) of the Board of Directors and by not less than seventy five percent (75%) of the votes of the entire membership of Elpine Homeowners' Sub-Association; or~~

~~B. By not less than eighty percent (80%) of the votes of the entire membership of the Association; or~~

~~C. During the Development and Sales Period, by not less than seventy five percent (75%) of the Board of Directors.~~

~~**Section 13.02. Amendment by DECLARANT.** The DECLARANT may amend these Bylaws at any time that it shall be in control of Elpine Homeowners' Sub-Association without the consent of the Members. The DECLARANT may amend these Bylaws even after it is no longer in control of Elpine Homeowners' Sub-Association, without the consent or approval of the Members, to correct any scrivener's error. In that regard, the DECLARANT shall be the sole judge of what constitutes a scrivener's error."~~

-END-



FILED

This instrument was prepared by
and should be returned to:
Robert B. Burr, Esq.
Rossin & Burr, PLLC
1665 Palm Beach Lakes Blvd, Suite 101
The Forum - Suite 101
West Palm Beach, FL 33401

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SECRETARY OF STATE
TALLAHASSEE, FL

**ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
ELPINE HOMEOWNERS' SUB-ASSOCIATION, INC.**

THESE ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF ELPINE HOMEOWNERS' SUB-ASSOCIATION, INC. are made by the ELPINE HOMEOWNERS' SUB-ASSOCIATION, INC. ("Association").

W I T N E S S E I H:

WHEREAS, the Articles of Incorporation of the Association were originally filed with the Florida Secretary of State on October 28, 1996 (Document Number N96000005514).

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

1. The Amendments to the Articles of Incorporation set forth below have been properly and duly approved and adopted by the Association members on October 4, 2021. The number of votes cast in favor of the Amendments is sufficient for approval. Further, the Amendments set forth below have been properly and duly approved by the Board of Directors. The Association has properly approved and adopted the Amendments set forth below pursuant to the provisions of the Articles of Incorporation.

2. Sections 14.01 and 14.02 of the Articles of Incorporation shall be amended to read as follows:

~~"Section 14.01. Amendment by Members. Amendment of these Articles shall require the assent of two-thirds of the membership. Amendments shall be proposed by resolution approved by a majority of the Board of Directors.~~

These Articles of Incorporation shall be amended by approval of a majority of the total voting interests of the Lot Owners (fifty percent plus one (50% plus 1), such Lot Owners either:

(a) voting in person or by proxy at any annual members meeting or special members meeting, or

(b) submitting written agreements adopting the amendment(s) without a members meeting.

In addition approval of the Board of Directors shall be required for amendment of these Articles of Incorporation.

Amendments to these Articles of Incorporation shall, after adoption, be filed with the office of the Florida Secretary of State and recorded in the Public Records of Palm Beach County, Florida.

Section 14.02. [intentionally left blank] Amendment by DECLARANT. ~~The DECLARANT may amend these Articles at any time that it shall be in control of Elpine Homeowners' Sub-Association without the consent of the Members. The DECLARANT may amend the Articles even after it is no longer in control of Elpine Homeowners' Sub-Association, without the consent or approval of the Members, to correct any scrivener's error. In that regard, the DECLARANT shall be the sole judge of what constitutes a scrivener's error."~~

11th IN WITNESS WHEREOF, the undersigned have set their hand and seal this day of October, 2021.

Witnesses (as to both):

ELPINE HOMEOWNERS'
SUB-ASSOCIATION, INC.



Signature
Chris Sullivan

Printed Name



Signature

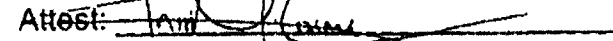
Carleen Korkin

Printed Name

By: 

Juan Calderon
Association President

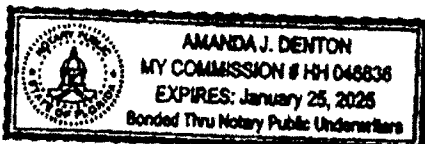


Attest: 

Signature
Printed name: Ralph M. Cosme
Association Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11th day of October, 2021, by means of [] physical presence or [] online notarization, by Juan Calderon as President and Ralph M. Cosme as Secretary of the ELPINE HOMEOWNERS' SUB-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