

Prepared by:
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**CERTIFICATE OF AMENDMENT AND FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS OF THE VILLAGER
HOMEOWNERS' ASSOCIATION OF PENSACOLA, INC.**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The Villager Homeowners' Association of Pensacola, Inc. (the "Association"), a Florida not-for-profit corporation, by and through its undersigned officer, certifies that,

WITNESSETH:

WHEREAS, the Revived Declaration of Covenants and Restrictions of The Villager Homeowner's Association of Pensacola, Inc. was recorded on May 22, 2018, in Official Records Book 7903, at Page 817 *et. seq.* of the public records of Escambia County, Florida (the "Declaration");

WHEREAS, in accordance with Article X, Section 3 of the Declaration, the Declaration may be amended at any time by an instrument signed by not less than seventy percent (70%) of the lot owners; and

WHEREAS, a duly noticed meeting of the members was held on August 1, 2019 at which a quorum was obtained and not less than seventy percent (70%) of the lot owners approved the following Amendment to the Declaration; and

WHEREAS, at a duly noticed meeting of the Association's Board of Directors held on August 1, 2019, the Board of Directors certified that the required number of the lot owners approved the following Amendment to the Declaration and that the Board of Directors of the Association also approves of the following Amendment to the Declaration; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows¹:

¹ Underlined words are being added; stricken works are being deleted.

Article V of the Declaration is hereby amended as follows:

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each lot owned within the Properties hereby covenants, and each owner of any lot by acceptance of a deed therefore (whether or not it shall be so expressed in such deed) is deemed to covenant, and agrees to pay to the Association (i) annual assessments or charges; (ii) special assessments for capital improvements; such assessments to be established and collected as hereinafter provided; and (iii) special assessments imposed upon a lot owner for repair or maintenance necessitated by the willful or negligent act of the owner, his family, business guests, tenants, licensees or invitees, or by the owner's failure to properly maintain and repair any and all of such owner's improvements in accordance with guidelines, rules, and regulations adopted by the Association. The annual and special assessments, together with interests, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien upon the property against which each of such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation ~~of the person who was the owner of such property the time when the assessment fell due.~~ of the present lot owner. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. Pursuant to section 720.3085 (2) (b), Florida Statutes (2018), a lot owner is jointly and severally liable with the previous lot owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present lot owner may have to recover any amounts paid by the present lot owner from the previous lot owner. The Association shall determine the assessment amount for each lot as shown on the plat of The Villager. If any Association member shall own a fractional portion of any such lot, then such fractional portion owned shall be subject to a fractional lot assessment in the same proportion as the lot square footage owned bears to the total square footage of that lot. "Square footage," as used in this paragraph, shall mean and refer to lot square footage, and shall not include the square footage of any improvements located thereon.

WHEREAS, all provisions of the Declaration not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Association hereby certifies the foregoing Amendment to the Declaration was duly adopted and that the Association has caused the Amendment to be executed by its President, this 4th day of MARCH, 2020.

WITNESSES:

[Signature]

Print Name: Savannah Dunaway

[Signature]

Print Name: Patsy Edwards

[Signature]

THE VILLAGER HOMEOWNERS' ASSOCIATION OF PENSACOLA, INC.,
a Florida not-for-profit corporation

By: Elijah Wilson
Its: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of March, 2020, by Elijah Wilson as PRESIDENT of The Villager Homeowners' Association of Pensacola, Inc., a Florida not-for-profit corporation.

[Signature]
NOTARY PUBLIC

Print Name: Regina Marshall

Personally Known
OR
 Produced Identification
Type of Identification Produced: Drivers License

