

This instrument prepared by/return to:
McCabe & Ronsman
Colby Keefe, Esq.
110 Solana Rd., Ste. 102
Ponte Vedra Beach, FL 32082

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF HARBOR SIDE VILLAGE II CONDOMINIUM

THIS AMENDMENT to the Declaration of Condominium of Harbor Side Village II Condominium (“Declaration”) is made this 10 day of March, 2020 by the Harbor Side Village II Condominium Association, Inc., a Florida corporation not-for-profit (“Association”).

RECITALS:

WHEREAS, the Declaration was recorded on December 30, 2002 in the Official Records of Flagler County, Florida at Book 879, Page 704, et seq.; and

WHEREAS, Article XXIII of the Declaration permits an amendment to the Declaration upon the affirmative vote of not less than seventy-five percent (75%) of the Condominium Unit Owners; and

WHEREAS, in accordance with the procedure set forth in Article XXIII of the Declaration, and after adoption by at least seventy-five percent (75%) of the Condominium Unit Owners, the members of the Association desire to amend the Declaration as to assessment collection and lien priority and minimum rental durations; and

NOW, THEREFORE, the President and Secretary of the Association hereby attests to the following Recitals and that the following Amendment to the Declaration has been approved by the requisite percentage of the members of the Association.

WITNESSETH:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.
2. **Amendment.** The Declaration is amended to as follows (*additions are indicated by underline (with any additions in headings only indicated by double underline), deletions are indicated by strikethrough*):

XV. COMMON EXPENSES, OPERATING EXPENSES AND ASSESSMENTS

B. Assessments.

...

4. (a) A unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments, charges, and costs incident to collection, that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.

(b) The liability of a first mortgagee or its successor or assigns who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of: (1) The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the ~~six (6)~~ twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or (2) One percent (1%) of the original mortgage debt. The provisions of this paragraph shall not apply unless the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee. For purposes of this subsection, the term "successors and assigns" as used with respect to a first mortgagee includes only a subsequent holder of the first mortgage. Any share of common expenses, assessments, late fees, interest, costs and reasonable attorney's fees, and other charges that are uncollectable from a first mortgagee or its successors and assigns after acquisition of title shall remain a continuing charge on the Unit and may be collectible from subsequent Owners who acquire title to the Unit by voluntary conveyance from the first mortgagee or its successors or assigns.

...

(f) Notwithstanding any of the foregoing, in the event that Chapter 718 of the Florida Statutes or any other law allows the Association to collect an amount greater than the amounts provided herein from a first mortgage or its successors or assigns (as defined by statute) following foreclosure, a deed-in-lieu transaction, or any other disposition of the property, then such law shall be deemed expressly incorporated herein and shall supersede any provisions herein to the contrary.

...

6. No lien for Assessments under the Act or under the Condominium Documents shall be effective until recorded in the public records of Flagler County, Florida. A lien for Assessments pursuant to the Act or under the Condominium Documents shall be effective from and shall relate back to the date the Declaration was originally recorded in the public records of Flagler County, Florida.

IN WITNESS WHEREOF, the President and Secretary of Harbor Side Village II Condominium Association, Inc. have executed and attest to this Declaration of Condominium of Harbor Side Village II Condominium on the day and year written above.

Witnesses

Harbor Side Village II Condominium Association, Inc.

Windy Chace Eyer
Signature of Witness 1

[Signature]
Signature of President

Windy Chace Eyer
Printed

Kevin Albrecht
Printed

[Signature]
Signature of Witness 2

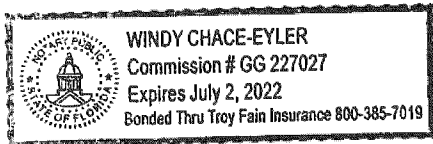
Kathy Fisher
Signature of Secretary

Susan Matthews
Printed

Kathy Fisher
Printed

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 10th day of March, 2021, by Kevin Albrecht, as President and by Kathy Fisher, as Secretary of Harbor Side Village II Condominium Association, Inc., on behalf of the corporation.



Windy Chace Eyer
(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification
Type of Identification Produced: Driver's license