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Jane L. Cornett
Cornett, Gooe & Associates, P.A.
P.O. Box 66
Stuart, FL 34995

=====THIS SPACE FOR RECORDER'S USE=====

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
HARBOR FRONT HOMEOWNERS ASSOCIATION, INC.**

The Amended and Restated Declaration of Covenants and Restrictions for Harbor Front Homeowners Association, Inc. is recorded in the Public Records of Martin County, Florida, at Official Records Book 1869, Page 924 et.seq., and was amended at Official Records Book 1879, Page 666 et.seq., Official Records Book 2084, Page 493 et.seq. The same Amended and Restated Declaration of Covenants and Restrictions is hereby amended as approved by the members at the amendment meeting held on January 9, 2008.

1. The Amended and Restated Declaration is hereby amended by the addition of Article 16 as follows:

ARTICLE 16

SALE OR OTHER ALIENATION OF UNITS

To maintain a community of congenial residents who are financially responsible and thus protect the value of the Property, the transfer of a Unit by any Owner shall be subject to the following provisions, which provisions each Owner covenants to observe:

16.1 Notice to Association. The Unit Owner shall notify the Association in writing of his intention to sell or lease his Unit and furnish with such notification a copy of the contract for purchase and sale or a copy of the lease, whichever is applicable. Except as provided below, it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intent of this paragraph to impose an affirmative duty on the Unit Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitation the management of the Association's membership records. As this Article is a portion of the Amended and Restated Declaration which runs with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association.

16.2 Lease Agreement Terms. Any and all lease agreements between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of not less than six (6) months, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and any Rules and Regulations

promulgated by the Board from time to time, and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The lease agreement shall also state the party who will be responsible for the assessments as stated above, and it shall be the obligation of all Unit Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary, in a lease agreement, a Unit Owner, by leasing his Unit, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement.

16.3 Association Approval. Upon receipt of a copy of the contract for purchase and sale or a copy of the lease, the Association shall within ten (10) business days, issue a Certificate indicating the Association's approval of the transaction. In the event of a sale it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the new owner's mailing address for all future assessments and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to agree to comply with the Amended and Restated Declaration and Rules and Regulations of the Association.

16.4 Delinquent Unit Owners. Notwithstanding the provisions above, in the event a Unit Owner is delinquent in paying any assessments, or the Unit Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Homeowners Documents, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of the Homeowners Documents is corrected.

16.5 Exceptions. The foregoing provisions of this Article shall not apply to any Institutional Mortgagee that acquires its title as the result of holding a mortgage upon the Unit concerned, and this shall be so, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure; nor shall such provisions apply to a transfer or sale by an Institutional Mortgagee that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

(All other provisions of the Amended and Restated Declaration are unchanged)

2. The foregoing amendment to the Amended and Restated Declaration of Covenants and Restrictions for Harbor Front was adopted by the members by a vote sufficient for approval.

3. All provisions of the Amended and Restated Declaration of Covenants and Restrictions are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 25th day of JANUARY, 2008.

WITNESSES:

Martin H. Bergen
Witness #1 Signature

Martin H. Bergen
Witness #1 Printed Name

Joseph J. Jakab
Witness #2 Signature

JOSEPH J. JAKAB
Witness #2 Printed Name

Martin H. Bergen
Witness #1 Signature

Martin H. Bergen
Witness #1 Printed Name

Joseph J. Jakab
Witness #2 Signature

JOSEPH J. JAKAB
Witness #2 Printed Name

Harbor Front Homeowners Association, Inc.

By: Frank Weiss
Frank Weiss, President

By: Ralph Bonsignore
Ralph Bonsignore, Secretary



Corporate Seal

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 25th day of JANUARY, 2008 by Frank Weiss as President of Harbor Front Homeowners Association, Inc., who is personally known to me or who has produced identification [Type of Identification: personally known].

Notary Seal



JOSEPH J. JAKAB, JR.
MY COMMISSION # DD 342549
EXPIRES: August 29, 2008
Bonded Thru Budget Notary Services

Joseph J. Jakab Jr.
Notary Public
Commission Stamp/Seal:

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 25TH day of January, 2008 by Ralph Bonsignore as Secretary of Harbor Front Homeowners Association, Inc., [] who is personally known to me or [] who has produced identification [Type of Identification: personally known].



JOSEPH J. JAKAB, JR.
MY COMMISSION # DD 342549
EXPIRES: August 29, 2008
Bonded Thru Budget Notary Services

Joseph J. Jakab Jr.
Notary Public
Commission Stamp/Seal:

Notary Seal

CERTIFICATE

Harbor Front Homeowners Association, Inc., by its duly authorized officers, hereby certifies that the Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Harbor Front, was duly and regularly approved by the members at the amendment meeting held on January 9, 2008.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President and Secretary and its corporate seal affixed this 25TH day of January, 2008.

WITNESSES:

Martin H. Bergin
Witness #1 Signature

Martin H. Bergin
Witness #1 Printed Name

Joseph J. Jakab
Witness #2 Signature

JOSEPH J. JAKAB
Witness #2 Printed Name

Martin H. Bergin
Witness #1 Signature

Martin H. Bergin
Witness #1 Printed Name

Joseph J. Jakab
Witness #2 Signature

JOSEPH J. JAKAB
Witness #2 Printed Name

Harbor Front Homeowners Association, Inc.

By: Frank Weiss
Frank Weiss, President

By: Ralph Bonsignore
Ralph Bonsignore, Secretary



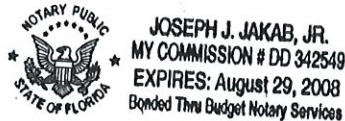
Corporate Seal

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 25th day of January, 2008 by Frank Weiss as President of Harbor Front Homeowners Association, Inc., [] who is personally known to me or [] who has produced identification [Type of Identification: personally known].

Joseph J. Jakab, Jr.
Notary Public
Commission Stamp/Seal:

Notary Seal



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 25th day of January, 2008 by Ralph Bonsignore as Secretary of Harbor Front Homeowners Association, Inc., [] who is personally known to me or [] who has produced identification [Type of Identification: personally known].

Joseph J. Jakab, Jr.
Notary Public
Commission Stamp/Seal:

Notary Seal

