

This instrument was prepared by
and return to:
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Doc# 1872350 02/29/2012 3:45PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Doc# 1872350
Bk# 2557 Pg# 1930

**CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM
OF SOUTHPARK CONDOMINIUM OWNERS' ASSOCIATION, INC.**


WHEREAS, the Declaration of Condominium for Southpark Condominium dated April 5, 1983, was duly recorded in the Official Records Book 882, beginning at Page 1127 of the Official Records of Monroe County, Florida; and

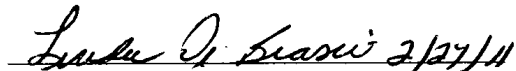
WHEREAS, Southpark Condominium Owners' Association, Inc. is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, the Board of Directors approved that certain proposed amendments to the Declaration of Condominium be presented to the members for approval; and

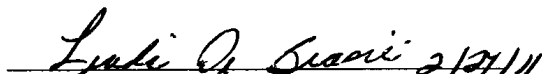
WHEREAS, at the duly called and convened Meeting of the Membership of Southpark Condominium Owners' Association, Inc. held on February 19, 2012, the revisions of the Declaration of Condominium as attached hereto were duly approved by a vote of the Membership in excess of that required by the provisions of the Declaration of Condominium.

WITNESS my signature hereto upon the date indicated below.


WITNESS

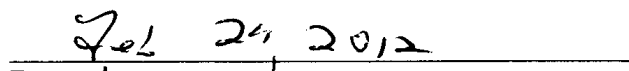

WITNESS


WITNESS

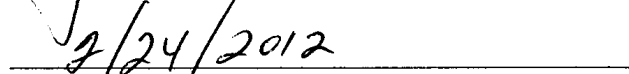

WITNESS

**SOUTHPARK CONDOMINIUM OWNERS'
ASSOCIATION, INC.**

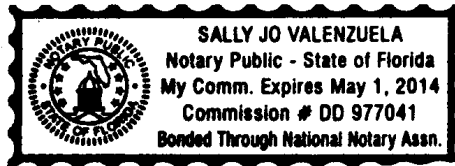

RALPH ADAM CHAPUIS, Vice-President


Date

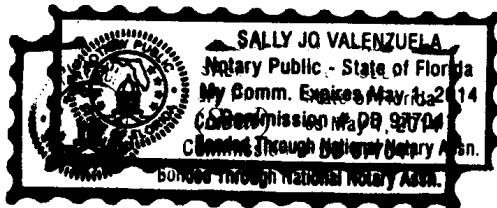

JAMES DIBIASIO, Secretary


Date

STATE OF FLORIDA)
) ss
COUNTY OF MONROE)



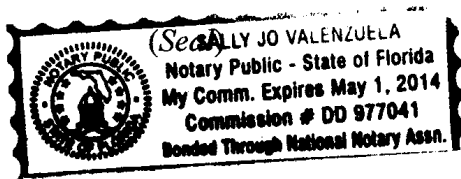
The foregoing instrument was acknowledged before me this 24th day of February, 2012, by RALPH ADAM CHAPUIS, as Vice-President of Southpark Condominium Owners' Condominium Association, Inc., who (☒) is personally known to me or who () has produced _____ as identification and who did/did not take oath.



Sally Jo Valenzuela
Notary Public
Sally Jo Valenzuela
Print, Type, or Stamp Name of Notary

STATE OF FLORIDA)
) ss
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 2th day of February, 2012, by JAMES DIBIASIO, as Secretary of Southpark Condominium Owners' Association, Inc., who (☒) is personally known to me or who () has produced _____ as identification and who did/did not take oath.



Sally Jo Valenzuela
Notary Public
Sally Jo Valenzuela
Print, Type, or Stamp Name of Notary

Doc# 1872350
Bk# 2557 Pg# 1931

AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM
OF
SOUTHPARK CONDOMINIUM

SECTION 6

ASSESSMENTS

Section 6 is amended as follows:

6. ASSESSMENTS

The making and collection of regular and special assessments against unit owners and their units for common expenses, limited common expenses, direct expenses and reserves, shall be implemented pursuant to the Condominium Act, as amended from time to time, the Association's Bylaws, and the following provisions:

6.1 Share of Common Expenses. Each unit owner shall be liable for their proportionate share of the common expenses, and shall share in the common surplus, in the same proportion as the owner's undivided interest in the common elements as set forth in Exhibit D to this Declaration. Such right shall not vest or create in any unit owner the right to withdraw or receive distribution of the owner's share of the common surplus.

6.2 Determination of Assessments. The Board of Directors of the Association shall fix and determine, from time to time, the sum or sums necessary and adequate for the common expenses of the Association property including the establishment of reserve funds as determined by the Condominium Act, as amended from time to time. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, cost of carrying out the power and duties of the Association, all insurance premiums and expenses relating thereto and any other expenses designated as common expenses from time to time by the Board of Directors. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments, and to maintain, repair and replace the common elements and the limited common elements of the Condominium.

6.3 Liability for Assessments. Each 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 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. The liability for assessments may not be avoided in any manner including, but not limited to, by the waiver of the use or enjoyment of any Common Elements or by the abandonment of the unit for which the assessments are made.

6.4 Payment of Assessments. Regular periodic assessments are due on the first day of each month and are late if not received by the Association by the tenth of the month. An administrative late fee of \$25.00 will be charged for each late assessment. All late assessments shall bear interest at the rate of eighteen percent (18%) per annum from the due date. All payments shall be applied as required in the Condominium Act, as amended from time to time.

6.5 Lien for Assessments. The Association shall have a lien on each unit for any unpaid assessments and for any interest thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien whether suit be filed or not. Said lien shall be effective from the date of recording such lien in the Official Records of Monroe County. The claim of lien shall state the legal description of the unit, the name of the record owner, the name and address of the Association, the amounts due and the due dates. The lien shall continue in effect for one year after the claim of lien has been recorded unless, within that time, an action to enforce the lien is commenced in a court of competent jurisdiction, in which event the lien will continue as permitted by law. Such claims of lien shall be executed and acknowledged by an officer or agent of the Association. Upon full payment, the party making payment shall be entitled to a satisfaction of lien. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. A first mortgagee which acquires title to a unit by foreclosure or deed in lieu of foreclosure shall be liable for common expenses and assessments accruing prior to its acquisition of title to the extent permitted by the Condominium Act, as amended from time to time.

SECTION 10

RESTRICTIONS

**Doc# 1872350
Bk# 2557 Pg# 1933**

Section 10 is amended as follows:

10.2 Residents. [This Subsection Has Been Deleted].