

This Instrument Prepared
By and Return to:
Peter T. Hofstra, Esquire
8640 Seminole Blvd.
Seminole, FL 33772
#16904 PTH:ks

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
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**CERTIFICATE OF AMENDMENT
TO DECLARATION OF CONDOMINIUM OF
SEMINOLE-ON-THE-GREEN, CAVALIER BUILDING ONE, A CONDOMINIUM**

THIS IS TO CERTIFY THAT:

1. The Declaration of Condominium of SEMINOLE-ON-THE-GREEN, CAVALIER BUILDING ONE, A CONDOMINIUM is recorded in O.R. Book 3612, Page 143, et seq., Public Records of Pinellas County, Florida.
2. The Condominium Plat pertaining to SEMINOLE-ON-THE-GREEN, CAVALIER BUILDING ONE, A CONDOMINIUM is recorded in Condominium Plat Book 8, Pages 72 – 75, inclusive, of the Public Records of Pinellas County, Florida.
3. The Resolutions attached hereto as Exhibit "A", was duly adopted by the Board of Directors of SEMINOLE-ON-THE-GREEN, CAVALIER BUILDING ONE ASSOCIATION, INC., and by the membership of SEMINOLE-ON-THE-GREEN, CAVALIER BUILDING ONE ASSOCIATION, INC., in accordance with the requirements of the Declaration of Condominium of SEMINOLE-ON-THE-GREEN, CAVALIER BUILDING ONE, A CONDOMINIUM, and the By-Laws of SEMINOLE-ON-THE-GREEN, CAVALIER BUILDING ONE ASSOCIATION, INC.

Executed at Pinellas County, Florida, on this 5 day of February, 20 15.

SEMINOLE-ON-THE-GREEN, CAVALIER
BUILDING ONE ASSOCIATION, INC.

Emiline E. Mosher

By:

George A. Hoeksema

Its President

Emiline E. Mosher

Karen Snyder

Attest:

Tom K. —
Tom K. —

Its Secretary

Karen Snyder

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5 day of February,
2015 by George A. Hooker and Tom Krupa, as
President and Secretary, respectively, of SEMINOLE-ON-THE-GREEN, CAVALIER BUILDING ONE
ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. They are personally
known to me or have produced _____ as identification.



(Signature of Notary)

Karen Snyder

Karen Snyder

(Name of notary, printed or stamped)

Notary Public

(Serial Number, if any)

**RESOLUTION AMENDING DECLARATION OF CONDOMINIUM OF
SEMINOLE-ON-THE-GREEN, CAVALIER BUILDING ONE, A CONDOMINIUM**

1. RESOLVED, THAT, Paragraph 6.3 which currently reads as follows:

".3 Lien for Assessments. The Association shall have a lien on each apartment for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the apartment, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by the managing agent of the Association. Upon full payment the party making payment shall be entitled to a recordable satisfaction of lien. Such liens shall be subordinate to the lien of any mortgage or other liens recorded prior to the date of recording the claim of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the owner of the apartment shall be required to pay a reasonable rental for the apartment and the Association shall be entitled as a matter of law, to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of the foreclosure of the first mortgage or where a mortgagee of a first mortgage of record obtains title to the apartment as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners including such acquirer, its successors and assigns."

is hereby amended to read as follows:

".3 Lien for Assessments. The Association shall have a lien on each apartment for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the apartment, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by the managing agent of the Association. Upon full payment the party making payment shall be entitled to a recordable satisfaction of lien. Such liens shall be subordinate to the lien of any mortgage or other liens recorded prior to the date of recording the claim of lien. Liens

for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the owner of the apartment shall be required to pay a reasonable rental for the apartment and the Association shall be entitled as a matter of law, to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. ~~Where the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of the foreclosure of the first mortgage or where a mortgagee of a first mortgage of record obtains title to the apartment as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners including such acquirer, its successors and assigns."~~

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Condominium are hereby ratified, confirmed, and approved.

DATED: January 15, 2015.

SEMINOLE-ON-THE-GREEN, CAVALIER
BUILDING ONE ASSOCIATION, INC.

By: George A. Hooker
GEORGE A. HOOKER
Its President

Attest: Tom Krupka
Tom Krupka
Its Secretary