

**AMENDMENT TO DECLARATION OF
ARLINGTON LOFTS CONDOMINIUM ASSOCIATION, INC.**

[Additions are indicated by underline; deletions by ~~strike-through~~]

18.3 Approval. A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or by the Unit Owners of the Association. Unit Owners may propose such an amendment by instrument in writing directed to the Secret/Treasurer of the Board of Directors signed by not less than twenty (20%) percent of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Except as otherwise provided herein or in the Condominium Act, such approval must be by not less than ~~seventy five (75%) percent~~ sixty-six and two thirds percentage (66 2/3%) of ~~all~~ the voting interests of the Association present in person or by properly executed, limited-proxy at such duly noticed membership meeting at which a quorum is obtained, as convened for that purpose. Electronic voting for amendments, elections, and any other issue necessitating a Unit Owner Vote shall be approved by resolution of the Board of Directors, at the discretion of the Board.

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[Substantial rewording of declaration. See provision for present text.]

9.2 Assessments. The making and collecting of Assessments against each Unit Owner for Common Expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the By-Laws, subject to the following provisions:

a. Assessments and installments on Assessments paid on or before fifteen (15) days after the date when due, shall not bear interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear interest at the highest rate allowed by law from the date when due, until paid. The Board of Directors shall charge an administrative late fee of \$25.00 dollars, or five percent of the assessment amount, whichever is higher, per instance of delinquency, or such amount as set forth in the Condominium Act as amended from time to time. Payments on accounts shall be applied in the manner prescribed by the Condominium Act, first to interest, then late fees, then costs, then reasonable attorney's fees incurred in collection, and then the oldest underlying assessment due. The Association may charge reasonable estoppel fees in the amount of \$250.00 for units which are not delinquent, and \$400.00 for units which are delinquent, or, in the amount set forth in Florida Statute 718.116, whichever is higher.

b. Every assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees, interest and late fees shall be secured by a lien against the condominium parcel. Except as otherwise set forth in this Declaration, the Association's claim of lien is effective from and shall relate back to the date on which the original Declaration was recorded. However, as to first mortgages of record, the lien is effective from and after recording a claim of lien in the Public Records of Pinellas County, Florida. The claim of lien shall secure all unpaid assessments that are due and that may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, as well as interest, delinquency charges and reasonable costs and attorney's fees incurred by the Association incident to the collection process.

c. A Unit Owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Unit Owner. 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 present Owner may have to recover any amounts paid by the present owner from the previous Owner.

Except as otherwise provided by the Condominium Association Act as amended from time to time (Chapter 718, Florida Statutes), the liability of a first mortgagee, its successor, or assignee as a subsequent holder of the first mortgage, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that

became due before the first mortgagee's acquisition of title, shall be the lesser of: (a) the Unit's unpaid common expenses and regular, periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (b) one percent (1%) of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Unit Owner and initially joined the Association as a defendant in the mortgagee 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 that was known to or reasonably discoverable by the first mortgagee.

Purchasers of the property through foreclosure sale who are not the first mortgagee, its successor, or assignee which is the subsequent holder of the first mortgage shall be jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title.

Payment of unpaid assessments subsequent to foreclosure or deed in lieu of foreclosure shall occur within thirty (30) days. Failure to remit payment within this time frame shall entitle the Association to record a claim of lien for the amounts due and proceed with foreclosure on the Unit.

In the event the Association acquires title to the property by foreclosure or by deed in lieu of foreclosure, the Association shall not be responsible for assessments, late fees, interest, costs and attorney's fees incurred prior to acquisition of title in favor of the Association. The Association may recover statutory amounts from a subsequent purchaser of the property through a bank foreclosure sale in the manner and amount set forth herein.

d. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

e. If the parcel is occupied by a tenant and the parcel owner is delinquent in paying any monetary obligation due to the association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the parcel owner related to the parcel have been paid in full to the association and the association releases the tenant or until the tenant discontinues tenancy in the parcel. This provision 9.2 (e) shall be included in any written lease executed in the Association, or, be deemed to be included in any written lease in its absence from the same.

f. The Association may summarily suspend the voting rights of any owner for the nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.