

Prepared by and return to:  
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KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2017186654 06/15/2017 at 02:10 PM  
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**CERTIFICATE OF AMENDMENT**  
**TO DECLARATION OF CONDOMINIUM**  
**FOR CASTILLO DEL SOL, A CONDOMINIUM**

I hereby certify that at a duly called meeting of the members of San Terra Development Condominium Association, Inc., (the "Association") held on May 8, 2017, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the amendments to Article 13 and Article 23 of the Declaration of Condominium for Castillo Del Sol, a Condominium, attached hereto as **EXHIBIT A**, were duly adopted by the membership. The Declaration of Condominium for Castillo Del Sol, a Condominium was originally recorded in Official Records Book 5310, Page 625 et seq., in the Public Records of Pinellas County, Florida, and subsequently amended.

IN WITNESS WHEREOF, San Terra Development Condominium Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 6<sup>th</sup> day of JUNE, 2017.

Joyce Kranzberg  
Signature of Witness #1  
Joyce Kranzberg  
Printed Name of Witness #1  
Ton Antonio  
Signature of Witness #2  
[Signature]  
Printed Name of Witness #2

SAN TERRA DEVELOPMENT  
CONDOMINIUM ASSOCIATION, INC.

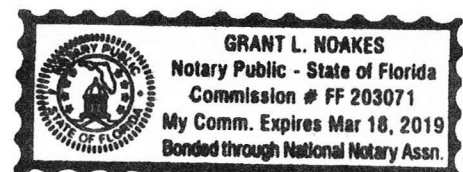
By: [Signature]  
Signature  
JOEL A. KAHN - PRESIDENT  
Printed Name and Title

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of JUNE, 2017, by JOEL KAHN as President of San Terra Development Condominium Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public/State of Florida  
My commission expires: 03/18/2019

10071-002



## EXHIBIT "A"

### ADOPTED AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CASTILLO DEL SOL, A CONDOMINIUM

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The following are adopted amendments to the Declaration of Covenants, Conditions and Restrictions for Castillo Del Sol, A Condominium, originally recorded in Official Records Book 5310, Page 625, et seq., Public Records of Pinellas County, Florida, and as subsequently amended.

NOTE: New wording is underlined, deleted wording is ~~stricken through~~, and \*\*\* indicates omitted text.

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#### Item No. 1:

Article 13 of the Declaration is amended to read as follows:

#### 13. Limited Common Elements.

There may be limited common elements appurtenant to each of the units in this condominium, such as assigned parking spaces, patios, and storage areas, and boat docks, if added, as shown and reflected on the Floor and Plot Plans set forth on Exhibit C and D attached hereto and in paragraph 8.01(12) hereof. These limited common elements are reserved for the use of the units appurtenant thereto or unit assigned to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance, repair and replacement relating to the surfaces of such limited common elements shall be borne by and assessed against the individual unit owners, except for the maintenance expense for all parking spaces, walkways and sidewalks which shall be considered common elements for the purpose of cost of repair and maintenance. No limited common element may be sold or leased independent from a unit. Unit owners, however, may transfer like limited common elements with each other, subject to the requirements set forth hereafter in Section 13.1(4).

#### 13.1 Boat Slips.

Consistent with the foregoing paragraph, the boat slips are limited common elements appurtenant to the units to which they are assigned as of the effective date of this amendment. The exclusive use areas shall only extend widthwise from tie pole to tie pole, forming the slip area. All docks, including the main boardwalk and individual finger piers, shall remain a common element available for use by all unit owners, tenants, guests, and assignees.

(1) Maintenance and Repair: Maintenance, repair, and replacement of the structural improvements (i.e. additional pilings and boat lifts) within the exclusive use area of the boat slips shall continue to be the responsibility of the Association, but the costs of such maintenance,

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repair, installation, and replacement shall hereafter be at the sole expense of the owners of the units appurtenant to such areas.

(2) Improvements: As with other limited common elements which are part of the condominium, use and general upkeep of the area, including limitations on improvements and other items permitted to be constructed upon, or placed within, such areas, shall be subject to reasonable rules and regulations adopted from time to time by the Board of Directors.

(3) Boat Slip Roster: The Association shall maintain a roster of unit owners who have limited common element boat slip use assignments appurtenant to their unit.

(4) Transfer of Boat Slip: Unit owners may transfer their exclusive use rights, in and to the boat slips constituting limited common elements with respect to their units, among themselves, that is to say, from one unit owner to another. Such transfers shall be evidenced by a written assignment in a form approved by the Association, executed by both the transferor and the transferee, and by any mortgagee of any transferor where the transferee's unit is encumbered by a mortgage(s).

(5) Submerged Lands Lease: By acceptance of an assignment of a limited common element boat slip use right, the appurtenant unit owner agrees to be bound by and to comply with covenants, terms, conditions, reservations, limitations, and restrictions set forth in the various instruments related to the boat slip area, including, but not limited to the Sovereignty Submerged Lands Lease between the State of Florida and the Association, specifically including without limitation any and all duties of unit owner to report and remit to the Association, or the State of Florida appropriate portions of annual gross income (currently 6%) in connection with any subsequent transfer (lease or sale) of unit owner's interest to said limited common element boat slip.

Unit Owners shall remit payment of the afore-described sum to the Association or to the State of Florida within ten (10) days from date of presentment of a statement reflecting sums due. To the extent that the Association may be required to provide payment of such sums directly to the State of Florida to maintain good standing under the Submerged Lands Lease, Unit Owners shall be obligated to reimburse the Association such sum within ten (10) days from Notice of such payment by the Association. If payment is not made when due, Association shall be entitled to recover all costs of collection, including a reasonable attorney's fee, in addition to the sums paid to the State, from both parties to the transaction initiating a payment due to the State of Florida under the terms of the Sovereignty Submerged Land Lease, jointly and severally.

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### **Item No. 2:**

Article 23 of the Declaration of Condominium is hereby deleted in its entirety and replaced with the following:

23. Assessments, Liabilities, Lien and Priority, Interest, Collections.

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23.01 The Association, through the Board of Directors, subject to the provisions of the Bylaws, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium property.

23.02 A unit owner, regardless of how title is acquired, including without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. 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, without prejudice to the rights the new owner may have to recover from the amounts paid from the previous owner. Notwithstanding the foregoing, in the event the Association takes title to unit through the process of foreclosure, or acceptance of a deed in lieu of foreclosure, the Association shall not be jointly and severally liable with any prior owner for assessments that came due during any period of ownership prior to the date the Association took title.

23.03 Assessments and installments thereon not paid when due shall bear interest at the highest rate allowed by law from the date due until paid. The Association shall also have the right and power to levy late fees, in addition to interest, in an amount determined by the Association from time to time, up to the highest amount allowed by law, on any unpaid assessments. All payments received by the Association must be applied first to any interest, then to any administrative late fee, then to any costs and reasonable attorney fees, and finally to unpaid assessments, in such manner as determined by law. No payment by check is deemed received until the check has cleared.

23.04 The Association shall have a lien on each condominium parcel for any unpaid assessments until paid. Such lien shall also secure all interest, late fees, the costs of recording the claim of lien, and other costs of collection incurred, such as title search expenses, and all court costs, including, but not limited to, filing and service of process fees, reasonable attorney fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including fees and costs associated with pre-litigation collection efforts and on appeal.

23.05 Such lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established thereby. The lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall secure all monies due at the time of filing of such lien, and any monies coming due thereafter until paid in full. Such liens shall relate back to the date that the original Declaration of Condominium was recorded, and shall be superior to all subsequent liens other than first mortgages. Such claims of liens shall be signed and verified by an officer or agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien.

23.06 The Board of Directors may take such action as it deems necessary to collect assessments by personal action against the owner, or by enforcing and foreclosing the lien, and may settle and compromise the same if in the best interests of the Association. Liens for assessments may be foreclosed by suit brought in the name of the Association in the manner set forth in the Condominium Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced, and to acquire

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and hold, lease, mortgage and convey the same. Suits to recover a money judgment against an owner for unpaid assessments may be maintained without waiving the lien securing the same.

23.07 Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit. A first mortgagee or its successor or assignees who acquire title to a unit by foreclosure, or by deed in lieu of foreclosure, shall be liable for the unpaid assessments, and any other monetary amounts that came due against the unit, prior to the mortgagee's acquisition in the manner determined and set forth in the Florida Statutes, as amended from time to time. A mortgagee acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

23.08 Any unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, its successors, and assigns.

23.09 Any person who acquires an interest in a unit, including and without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy or use of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

23.10 Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien. Any person, other than the owner who relies upon such certificate shall be protected thereby.

23.11 Except as set forth herein, no unit owner may be excused from the payment of his proportionate share of the common expense of a condominium unless all unit owners are likewise proportionately excused from such payment.

23.12 If any assessment or installment shall remain unpaid for a period of thirty (30) days, and a claim of lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's annual assessment, and all special assessments for that fiscal year, as if said balance had originally been due on the date the claim of lien was recorded. The Association's claim of lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, and attorneys' fees and costs as provided by law; and said claim of lien shall not be satisfied or released until all sums secured by it have been paid.

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END OF PROPOSED AMENDMENTS