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Michael J. Belle, P.A.  
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#1

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
HURRICANE HOUSE CONDOMINIUM ASSOCIATION, INC.**

**THIS CERTIFICATE OF AMENDMENT** is executed this 4<sup>th</sup> day of October, 2011, by HURRICANE HOUSE CONDOMINIUM ASSOCIATION, INC. a Florida not-for-profit corporation (hereinafter "Association") and, a Florida limited liability company.

**RECITALS**

**WHEREAS**, the Association has been established for the operation of HURRICANE HOUSE CONDOMINIUM, in accordance with the Declaration of Covenants, Conditions, and Restrictions for Hurricane House, A Condominium recorded in Official Records Book 1889, Page 2681 of the Public Records of Lee County, Florida, as amended from time to time ("Declaration"); and,

**WHEREAS**, an amendment to Article XIV of the Declaration was submitted to the Members of the Association at an Annual Meeting of the Members held on May 10, 2011, which Annual Member Meeting was duly noticed in accordance with Article III of the By-Laws of Hurricane House Condominium Association, Inc.; and,

**WHEREAS**, the affirmative vote of Members representing a sufficient number of the total votes in the Association voted to approve the proposed amendment to Article XIV of the Declaration; and,

**NOW THEREFORE**, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. All present and future Members of the Association shall be bound by the amendment to Section 10 of Article XIV of the Declaration as follows:

*New language is indicated by underscoring type.*

*Deleted language is indicated by ~~struck-through~~ type.*

**Article XIV of the Declaration shall be amended as follows:**

**Article XIV, Assessments**

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of the Condominium Property, such other Assessments as are specifically provided for in this Declaration and Exhibits attached hereto and the Maintenance Fee. The procedure for the determination of all such Assessments and the Maintenance Fee shall be as set forth in the By-Laws of the Association and this Declaration, and the Exhibits attached hereto.

The Common Expenses shall be assessed against each Condominium Parcel Owner as provided for in Article VIII, of this Declaration.

Assessments, installments and Maintenance Fees that are unpaid for over ten (10) days after due date shall bear interest at the maximum rate permitted by law, from due date until paid, and at the sole discretion of the Board of Directors, a late charge of \$25.00, assessed pursuant to Article VIII, Section 7, of the By-Laws, or such amount as is specified in the Rules and Regulations adopted by the Board of Directors, shall be due and payable. Regular Assessments shall be due and payable monthly on the first of each month and monthly bills for same shall not be mailed or delivered to Unit Owners. Maintenance Fees for Units Committed to Interval Ownership shall be due and payable on the first day of January, in advance, unless otherwise ordered by the Board of Directors.

The Association shall have a lien on each Condominium Parcel for unpaid assessments and maintenance fees together with interest thereon, against the Unit Owner of such Condominium Parcel, together with a lien on all tangible personal property located within said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments and maintenance fees or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Board of Directors, may take such action as it deems necessary to collect assessments and maintenance fees by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. If a timeshare owner fails to make timely payments of timeshare plan common expenses, ad valorem taxes, or special assessments, an assessment lien against the timeshare owner's timeshare interest may be foreclosed in accordance with a judicial foreclosure procedure or a trustee foreclosure procedure, either of which may result in the loss of the timeshare owner's timeshare interest. If the managing entity initiates a trustee foreclosure procedure, the timeshare owner shall have the option to object pursuant to Florida law, and in such event the managing entity may thereafter proceed only by filing a judicial foreclosure action. The Association, shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment or maintenance fee lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure the Unit Owner shall be required to pay a reasonable rental for the Condominium Parcel for the period of time said Parcel is occupied by the Unit Owner or anyone by, through or under said Unit Owner, and Plaintiff, in such foreclosure, shall be entitled to the appointment of a Receiver to collect same from the Unit Owner and/or Occupant.

In the case of lien against an Owner of Unit Weeks in a Unit Committed to Interval Ownership, said lien shall be limited to the Unit Weeks owned by said Owner and shall not encumber the property, real or personal, of any other Owner of Unit Weeks in said Unit.

Where the Mortgagee of an Institutional First Mortgage of record, or other Purchaser of a Condominium Unit, obtains title to a Condominium Parcel as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of Common Expenses, or Assessment by the Association pertaining to such Condominium Parcel, or chargeable to the former Unit Owner of such Parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure, unless the share is secured by a claim of

lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses, or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns.

The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments, Maintenance Fees, or holdover charges to the Developer, or to any Unit Owner or group of Unit Owners, or to any third party.

IN WITNESS WHEREOF, the undersigned have set his/her hand and seal this 4<sup>th</sup> day of October, 2011.

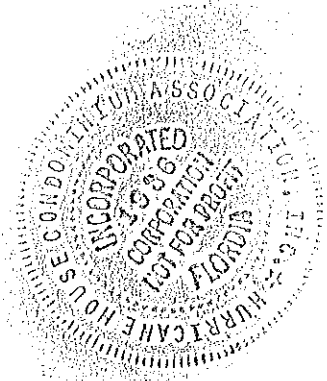
WITNESSES:

Elva Jane Nees  
Print Name: ELVA JANE NEES

Angela B Tatty  
Print Name: Angela B Tatty

HURRICANE HOUSE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: John H. Klemmer  
John H. Klemmer, President



(Seal of Corporation)

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of October, 2011, by JOHN H. KLEMMER, as President of HURRICANE HOUSE, a Florida not-for-profit Corporation. He/She (who is personally known to me) (who has produced NA as identification) and (did) (did not) take an oath.

Cynthia K. Glasenapp  
Signature of Notary Public

Print name CYNTHIA K. GLASENAPP

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

NOTARY PUBLIC-STATE OF FLORIDA  
Cynthia K. Glasenapp  
Commission # DD811520  
Expires: SEP. 17, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal this 4<sup>th</sup> day of October, 2011.

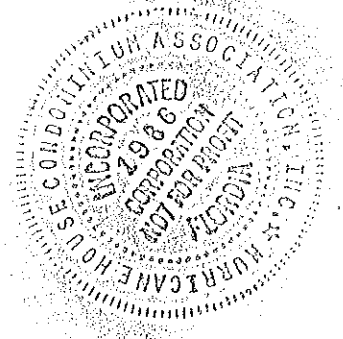
WITNESSES:

Elva Jane Nees  
Print Name: ELVA JANE NEES

Angela B. Talty  
Print Name: Angela B. Talty

HURRICANE HOUSE CONDOMINIUM  
ASSOCIATION, INC., a Florida not-for-profit  
corporation

By: Lee Barnes Bogan  
LEE BARNES BOGAN, Secretary



(Seal of Corporation)

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of October,  
2011, by LEE BARNES BOGAN, as Secretary of Hurricane House Condominium Association,  
Inc., a Florida not-for-profit Corporation. He/She (who is personally known to me) (who has produced  
NA as identification) and (did) (did not) take an oath.

Cynthia K. Glasenapp  
Signature of Notary Public

Print name CYNTHIA K. GLASENAPP

NOTARY PUBLIC-STATE OF FLORIDA  
Cynthia K. Glasenapp  
Commission # DD811520  
Expires: SEP. 17, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.