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Martha O. Haynie, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

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**DECLARATION AMENDMENT CERTIFICATE FOR
SOUTHPOINTE CONDOMINIUM ASSOCIATION, INC.**

THIS IS TO CERTIFY THAT Southpointe Condominium Association, Inc. (Florida State Department Corporations Division Document # 771022) has, by the affirmative vote of not less than three-fourths of the association's entire board of directors and two-thirds of the votes of the entire association membership (at a duly-noticed members meeting held on May 20, 2016), duly adopted: (1) an amendment (a copy of which is attached as Exhibit A) to its Declaration of Condominium (Unit I) (recorded in the Orange County, Florida Official Records at Book 3446, Page 1949); (2) an amendment (a copy of which is attached as Exhibit B) to its Declaration of Condominium (Unit II) (recorded in the Orange County, Florida Official Records at Book 3511, Page 2542); (3) an amendment (a copy of which is attached as Exhibit C) to its Declaration of Condominium (Unit III) (recorded in the Orange County, Florida Official Records at Book 3627, Page 2468); (4) an amendment (a copy of which is attached as Exhibit D) to its Declaration of Condominium (Unit IV) (recorded in the Orange County, Florida Official Records at Book 3757, Page 1682); and (5) an amendment (a copy of which is attached as Exhibit E) to its Declaration of Condominium (Unit V) (recorded in the Orange County, Florida Official Records at Book 3867, Page 2850).

WITNESS MY EXECUTION HEREOF on the date set forth below. The effective date of the subject declaration amendment shall be the date upon which this declaration amendment certificate is duly-recorded in the Orange County, Florida Official Records.

By: *John M. Busconi*
John M. Busconi, Director & President
Southpointe Condominium Association, Inc.

Executed in our presence:
Signed: *Catherine E. Howe*
Name: Catherine E. Howe
Witness

Signed: *Benjamin Quinonez*
Name: BENJAMIN QUINONEZ
Witness

STATE OF FLORIDA
COUNTY OF orange

On this date, this instrument was acknowledged before me by the aforesaid John M. Busconi (for Southpointe Condominium Association, Inc., a Florida Corporation), who: is personally known to me / produced _____ as identification.

Dated: 5/23/16 By: *China J. Benson*
Florida Notary Public

[AFFIX SEAL HERE]



DECLARATION AMENDMENT (UNIT I)

Pursuant to 22.2(A) of the Declaration of Condominium of Southpointe Unit I (recorded in the Orange County, Florida Official Records at Book 3446, Page 1949), Southpointe Condominium Association, Inc. hereby amends the aforesaid declaration as follows.

Language set forth herein and ~~struck-through~~ is to be deleted from the aforesaid declaration. Language set forth herein and underlined is to be added to the aforesaid declaration. All language in the aforesaid declaration is intended to remain unchanged, unless amended as per the language set forth herein.

Paragraph 1

1. Purpose. The purpose of this Declaration is to submit the fee simple interest and easement areas in the real property hereinafter described and improvements located thereon to the condominium form of ownership and use in the manner provided by the Florida Condominium Act (presently codified in Chapter 718, Florida Statutes), as may be amended from time to time (1982), hereinafter called the Condominium Act.

Paragraph 15.3

15.3 Lien for Assessments. The lien for unpaid Assessments shall also secure reasonable attorneys' fees, including but not limited to attorneys' fees for appellate proceedings, incurred by the Association incident to the collection of such Assessment or enforcement of such lien. In connection with the failure to pay any Assessment, the Association shall have all of the rights and remedies provided for by the Condominium Act, specifically including a lien upon the Unit, and the right to record a notice of the lien in the Public Records of the County, and the right to foreclose the lien in accordance with the laws of Florida, together with a reasonable attorneys' fee as provided herein. The Association may also bring an action to recover a money judgment for unpaid assessments without waiving any claim of lien.

~~An Approved Mortgagee which obtains title to a Unit whether by foreclosure or deed in lieu of foreclosure shall not be liable for assessments which became due prior to the acquisition of title of the Unit by the Approved Mortgagee unless such assessments are secured by a claim of lien recorded prior to the recording of the mortgage held by the Approved Mortgagee.~~

(New) Paragraph 19.5.1

19.5.1. All leases shall provide (and, if a lease does not so provide, shall be deemed to provide) that the Association shall have the right to evict tenant(s) on behalf of the Unit Owner in the event of a violation of applicable law (including, without limitation, the Condominium Act) and/or the Association's governing documents (including this Declaration, the Association's Articles of Incorporation, the Association's By-laws, the Association's Rules & Regulations, and/or any amendments thereto) by the tenant(s). Any purported lease of a Unit in violation of this paragraph shall be wholly null and void; and the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal

proceedings to evict the purported tenant(s) in the name of the Unit Owner as landlord. The Unit Owner shall fully reimburse the Association for all attorney fees and/or costs incurred by the Association in the use and/or enforcement of this paragraph.

DECLARATION AMENDMENT (UNIT II)

Pursuant to 22.2(A) of the Declaration of Condominium of Southpointe Unit II (recorded in the Orange County, Florida Official Records at Book 3511, Page 2542), Southpointe Condominium Association, Inc. hereby amends the aforesaid declaration as follows.

Language set forth herein and ~~struck through~~ is to be deleted from the aforesaid declaration. Language set forth herein and underlined is to be added to the aforesaid declaration. All language in the aforesaid declaration is intended to remain unchanged, unless amended as per the language set forth herein.

Paragraph 1

1. Purpose. The purpose of this Declaration is to submit the fee simple interest and easement areas in the real property hereinafter described and improvements located thereon to the condominium form of ownership and use in the manner provided by the Florida Condominium Act (presently codified in Chapter 718, Florida Statutes), as may be amended from time to time (1982), hereinafter called the Condominium Act.

Paragraph 15.3

15.3 Lien for Assessments. The lien for unpaid Assessments shall also secure reasonable attorneys' fees, including but not limited to attorneys' fees for appellate proceedings, incurred by the Association incident to the collection of such Assessment or enforcement of such lien. In connection with the failure to pay any Assessment, the Association shall have all of the rights and remedies provided for by the Condominium Act, specifically including a lien upon the Unit, and the right to record a notice of the lien in the Public Records of the County, and the right to foreclose the lien in accordance with the laws of Florida, together with a reasonable attorneys' fee as provided herein. The Association may also bring an action to recover a money judgment for unpaid assessments without waiving any claim of lien.

~~An Approved Mortgagee which obtains title to a Unit whether by foreclosure or deed in lieu of foreclosure shall not be liable for assessments which became due prior to the acquisition of title of the Unit by the Approved Mortgagee unless such assessments are secured by a claim of lien recorded prior to the recording of the mortgage held by the Approved Mortgagee.~~

(New) Paragraph 19.5.1

19.5.1. All leases shall provide (and, if a lease does not so provide, shall be deemed to provide) that the Association shall have the right to evict tenant(s) on behalf of the Unit Owner in the event of a violation of applicable law (including, without limitation, the Condominium Act) and/or the Association's governing documents (including this Declaration, the Association's Articles of Incorporation, the Association's By-laws, the Association's Rules & Regulations, and/or any amendments thereto) by the tenant(s). Any purported lease of a Unit in violation of this paragraph shall be wholly null and void; and the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal

proceedings to evict the purported tenant(s) in the name of the Unit Owner as landlord. The Unit Owner shall fully reimburse the Association for all attorney fees and/or costs incurred by the Association in the use and/or enforcement of this paragraph.

DECLARATION AMENDMENT (UNIT III)

Pursuant to 22.2(A) of the Declaration of Condominium of Southpointe Unit III (recorded in the Orange County, Florida Official Records at Book 3627, Page 2468), Southpointe Condominium Association, Inc. hereby amends the aforesaid declaration as follows.

Language set forth herein and ~~struck through~~ is to be deleted from the aforesaid declaration. Language set forth herein and underlined is to be added to the aforesaid declaration. All language in the aforesaid declaration is intended to remain unchanged, unless amended as per the language set forth herein.

Paragraph 1

1. Purpose. The purpose of this Declaration is to submit the fee simple interest and easement areas in the real property hereinafter described and improvements located thereon to the condominium form of ownership and use in the manner provided by the Florida Condominium Act (presently codified in Chapter 718, Florida Statutes), as may be amended from time to time (1982), hereinafter called the Condominium Act.

Paragraph 15.4

15.4 Lien for Assessments. The lien for unpaid Assessments shall also secure reasonable attorneys' fees, including but not limited to attorneys' fees for appellate proceedings, incurred by the Association incident to the collection of such Assessment or enforcement of such lien. In connection with the failure to pay any Assessment, the Association shall have all of the rights and remedies provided for by the Condominium Act, specifically including a lien upon the Unit, and the right to record a notice of the lien in the Public Records of the County, and the right to foreclose the lien in accordance with the laws of Florida, together with a reasonable attorneys' fee as provided herein. The Association may also bring an action to recover a money judgment for unpaid assessments without waiving any claim of lien.

~~An Approved Mortgagee which obtains title to a Unit whether by foreclosure or deed in lieu of foreclosure shall not be liable for assessments which became due prior to the acquisition of title of the Unit by the Approved Mortgagee unless such assessments are secured by a claim of lien recorded prior to the recording of the mortgage held by the Approved Mortgagee.~~

(New) Paragraph 19.5.1

19.5.1. All leases shall provide (and, if a lease does not so provide, shall be deemed to provide) that the Association shall have the right to evict tenant(s) on behalf of the Unit Owner in the event of a violation of applicable law (including, without limitation, the Condominium Act) and/or the Association's governing documents (including this Declaration, the Association's Articles of Incorporation, the Association's By-laws, the Association's Rules & Regulations, and/or any amendments thereto) by the tenant(s). Any purported lease of a Unit in violation of this paragraph shall be wholly null and void; and the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal

proceedings to evict the purported tenant(s) in the name of the Unit Owner as landlord. The Unit Owner shall fully reimburse the Association for all attorney fees and/or costs incurred by the Association in the use and/or enforcement of this paragraph.

DECLARATION AMENDMENT (UNIT IV)

Pursuant to 22.2(A) of the Declaration of Condominium of Southpointe Unit IV (recorded in the Orange County, Florida Official Records at Book 3757, Page 1682), Southpointe Condominium Association, Inc. hereby amends the aforesaid declaration as follows.

Language set forth herein and ~~struck through~~ is to be deleted from the aforesaid declaration. Language set forth herein and underlined is to be added to the aforesaid declaration. All language in the aforesaid declaration is intended to remain unchanged, unless amended as per the language set forth herein.

Paragraph 1

1. Purpose. The purpose of this Declaration is to submit the fee simple interest and easement areas in the real property hereinafter described and improvements located thereon to the condominium form of ownership and use in the manner provided by the Florida Condominium Act (presently codified in Chapter 718, Florida Statutes), as may be amended from time to time (1984), hereinafter called the Condominium Act.

Paragraph 15.4

15.4 Lien for Assessments. The lien for unpaid Assessments shall also secure reasonable attorneys' fees, including but not limited to attorneys' fees for appellate proceedings, incurred by the Association incident to the collection of such Assessment or enforcement of such lien. In connection with the failure to pay any Assessment, the Association shall have all of the rights and remedies provided for by the Condominium Act, specifically including a lien upon the Unit, and the right to record a notice of the lien in the Public Records of the County, and the right to foreclose the lien in accordance with the laws of Florida, together with a reasonable attorneys' fee as provided herein. The Association may also bring an action to recover a money judgment for unpaid assessments without waiving any claim of lien.

~~An Approved Mortgagee which obtains title to a Unit whether by foreclosure or deed in lieu of foreclosure shall not be liable for assessments which became due prior to the acquisition of title of the Unit by the Approved Mortgagee unless such assessments are secured by a claim of lien recorded prior to the recording of the mortgage held by the Approved Mortgagee.~~

(New) Paragraph 19.5.1

19.5.1. All leases shall provide (and, if a lease does not so provide, shall be deemed to provide) that the Association shall have the right to evict tenant(s) on behalf of the Unit Owner in the event of a violation of applicable law (including, without limitation, the Condominium Act) and/or the Association's governing documents (including this Declaration, the Association's Articles of Incorporation, the Association's By-laws, the Association's Rules & Regulations, and/or any amendments thereto) by the tenant(s). Any purported lease of a Unit in violation of this paragraph shall be wholly null and void; and the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal

proceedings to evict the purported tenant(s) in the name of the Unit Owner as landlord. The Unit Owner shall fully reimburse the Association for all attorney fees and/or costs incurred by the Association in the use and/or enforcement of this paragraph.

DECLARATION AMENDMENT (UNIT V)

Pursuant to 22.2(A) of the Declaration of Condominium of Southpointe Unit V (recorded in the Orange County, Florida Official Records at Book 3867, Page 2850), Southpointe Condominium Association, Inc. hereby amends the aforesaid declaration as follows.

Language set forth herein and ~~struck through~~ is to be deleted from the aforesaid declaration. Language set forth herein and underlined is to be added to the aforesaid declaration. All language in the aforesaid declaration is intended to remain unchanged, unless amended as per the language set forth herein.

Paragraph 1

1. Purpose. The purpose of this Declaration is to submit the fee simple interest and easement areas in the real property hereinafter described and improvements located thereon to the condominium form of ownership and use in the manner provided by the Florida Condominium Act (presently codified in Chapter 718, Florida Statutes), as may be amended from time to time (1984), hereinafter called the Condominium Act.

Paragraph 15.4

15.4 Lien for Assessments. The lien for unpaid Assessments shall also secure reasonable attorneys' fees, including but not limited to attorneys' fees for appellate proceedings, incurred by the Association incident to the collection of such Assessment or enforcement of such lien. In connection with the failure to pay any Assessment, the Association shall have all of the rights and remedies provided for by the Condominium Act, specifically including a lien upon the Unit, and the right to record a notice of the lien in the Public Records of the County, and the right to foreclose the lien in accordance with the laws of Florida, together with a reasonable attorneys' fee as provided herein. The Association may also bring an action to recover a money judgment for unpaid assessments without waiving any claim of lien.

~~An Approved Mortgagee which obtains title to a Unit whether by foreclosure or deed in lieu of foreclosure shall not be liable for assessments which became due prior to the acquisition of title of the Unit by the Approved Mortgagee unless such assessments are secured by a claim of lien recorded prior to the recording of the mortgage held by the Approved Mortgagee.~~

(New) Paragraph 19.5.1

19.5.1. All leases shall provide (and, if a lease does not so provide, shall be deemed to provide) that the Association shall have the right to evict tenant(s) on behalf of the Unit Owner in the event of a violation of applicable law (including, without limitation, the Condominium Act) and/or the Association's governing documents (including this Declaration, the Association's Articles of Incorporation, the Association's By-laws, the Association's Rules & Regulations, and/or any amendments thereto) by the tenant(s). Any purported lease of a Unit in violation of this paragraph shall be wholly null and void; and the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal

proceedings to evict the purported tenant(s) in the name of the Unit Owner as landlord. The Unit Owner shall fully reimburse the Association for all attorney fees and/or costs incurred by the Association in the use and/or enforcement of this paragraph.