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Prepared by and return to:  
Kevin T. Wells, Esq.  
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**CERTIFICATE OF AMENDMENT AND RESTATEMENT**

**DECLARATION OF CONDOMINIUM  
SOUTH PRESERVE II AT WATERSIDE VILLAGE, A CONDOMINIUM**

We hereby certify that the attached amendments to the Declaration of Condominium of **SOUTH PRESERVE II AT WATERSIDE VILLAGE, A CONDOMINIUM**, were adopted and approved at the special membership meeting of **SOUTH PRESERVE II AT WATERSIDE VILLAGE ASSOCIATION, INC.** (herein, the "Association") held on March 18, 2010, by the affirmative vote of not less than two-thirds of the units, as required by Article 22 of the Declaration of Condominium. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law. The Declaration of Condominium of **SOUTH PRESERVE II AT WATERSIDE VILLAGE, A CONDOMINIUM**, was originally recorded at Official Records Instrument #2005095462 of the Public Records of Sarasota County, Florida.

DATED this 29 day of March, 2010.

Signed, sealed and  
delivered in the presence of :

SOUTH PRESERVE II AT WATERSIDE  
VILLAGE ASSOCIATION, INC.

Sign: Victoria Martin-Smith

By: Richard L. Morris  
Richard Morris, President

Print: VICTORIA MARTIN-SMITH

Sign: Michael Livelli

Print: michael livelli Attest:

Sign: Victoria Martin-Smith

By: Barbara Elster  
Barbara Elster, Secretary

Print: VICTORIA MARTIN-SMITH

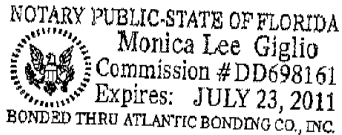
Sign: Michael Livelli

[Corporate Seal]

Print: michael livelli

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 29 day of March, 2010, by Richard Morris as President of South Preserve II at Waterside Village Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

Sign: Monica Giglio

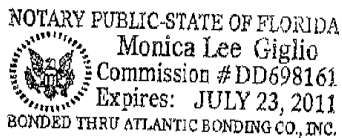
Print: Monica Giglio

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 29 day of March, 2010, by Barbara Elster as Secretary of South Preserve II at Waterside Village Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

Sign: Monica Giglio

Print: Monica Giglio

State of Florida at Large (Seal)

My Commission expires:

## AMENDMENT

### DECLARATION OF CONDOMINIUM

#### SOUTH PRESERVE II AT WATERSIDE VILLAGE, A CONDOMINIUM

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

#### **15. ASSESSMENTS AND LIENS.**

**15.1 Annual Budgets.** The board of directors of the Association shall approve annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each unit owner will be responsible for his unit's share of such annual assessment based upon its proportionate share of the common expenses as provided herein. Assessments shall be due and payable in advance to the Association on the first day of the first, fourth, seventh and tenth months of each fiscal year, as discussed in Paragraph XI of the Bylaws.

**15.2 Special Assessments.** In addition, the board of directors shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year.

**15.3 Interest, Late Fees and Other Remedies.** Any assessments or other indebtedness owing by unit owners to the Association which are not paid when due shall bear interest from the due date until paid at the rate of 18% per annum or such other rate as may be permitted by law and established by resolution of the board. The Association may charge a late fee in addition to such interest in an amount not to exceed the greater of \$25.00 or 5% of each installment that the payment is late. The Association shall have the remedies and liens provided by the condominium act with respect to unpaid assessments, which shall include accrued interest and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or other indebtedness or enforcement of such lien, including attorneys' fees for appellate proceedings.

**15.4 Acceleration of Assessments.** If an assessment (regular or special) is payable in installments and a unit owner defaults in the payment of an installment, the remaining installments of the assessment may be accelerated to maturity. Accelerated assessments shall be due and payable on the date the claim of lien is filed.

#### **15.5 Assignment of Rent.**

(a) If assessments upon a unit subject to a rental agreement are delinquent more than thirty (30) days, the Association may require the tenant to pay the Association any moneys the unit owner/landlord owes the Association,

not to exceed the amount of moneys the tenant owes the unit owner/landlord during the pendency of the rental agreement. Any payment made by the tenant to the Association shall be credited to the unit owner/landlord's account with the Association.

(b) If a unit is subject to a rental agreement, and if a unit or the unit owner's monetary obligations to the Association become delinquent, the unit's tenant is jointly and severally liable with the unit and unit owner for the unit and unit owner's monetary obligations to the Association.

1. The tenant's monetary obligations to the Association include, but are not limited to, all assessments and installments, late charges, collections costs, attorney's fees, court costs, fines and other monetary obligations from the unit owner to the Association, and any interest thereon, that come due against the unit or the unit owner and accruing to the date all the monetary obligations are paid in full, regardless of whether the lease is terminated or otherwise concluded. In addition to all other remedies, the Association may enforce the tenant's liability by evicting the tenant, either in the Association's name or in the name of the unit owner, and by suspending the right of the owner and tenant to utilize the common elements, other than those necessary for ingress and egress, if so permitted by the Condominium Act.

2. The liability of a tenant is limited to the amount of moneys due from the tenant to the unit owner. However, a tenant's prepayment of a lease obligations does not excuse the tenant for liability for the amount of the prepayment unless the prepayment is either expressly stated in the lease or is for an installment of monthly rent as expressly provided in the lease and paid within five (5) days after the installment due date, and the tenant provides the Association proof of payment in the form of a canceled check.

3. Upon the Association's notice to the tenant, the tenant shall pay all moneys, whether as rent or otherwise, owed pursuant to the lease, directly to the Association until payment of the monetary obligations due and accruing from the unit owner are paid in full. Upon payment in full of all amounts due to the Association, the Association shall promptly advise the owner and tenant and tenant shall begin remitting payment directly to the unit owner.