

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

TANKEL LAW GROUP
1022 Main Street, Suite D
Dunedin, Florida 34698

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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR SUNSHINE TERRACE, A CONDOMINIUM**

I HEREBY CERTIFY THAT the attached adopted amendment to the Declaration of Condominium for Sunshine Terrace, A Condominium as described in Official Records Book 5688, Page 940, et seq., of Pinellas County, Florida, was duly approved in the manner required therein, at a meeting of the membership held on January 24, 2019.


IN WITNESS WHEREOF, we have affixed our hands this 8 day of February, 2019 at Pinellas County, Florida.

SUNSHINE TERRACE CONDOMINIUM
ASSOCIATION, INC., a Florida not for
profit corporation

By: 

Sidney Denker, President

WITNESSES:

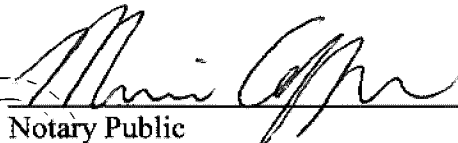

Signature of Witness #1

PANTINO, FOECKING
Printed Name of Witness #1

STATE OF FLORIDA)
)
 COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Sidney Denker, to me known to be the President of Sunshine Terrace Condominium Association, Inc., and he jointly and severally acknowledged before me that he freely and voluntarily executed the same as such officer, under authority vested in him by said corporation. He is personally known to me or have produced _____ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

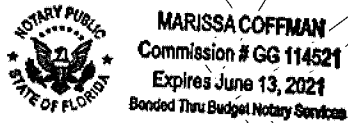
WITNESS my hand and official seal in the County and State last aforesaid, this 8 day of February, 2019.



 Notary Public

Printed Name: Marissa Coffman

My commission expires:



COPY

ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR SUNSHINE TERRACE, A CONDOMINIUM

1. It is adopted to amend the Declaration of Condominium for Sunshine Terrace, A Condominium to change Section 16.05; additions indicated by underlining; deletions indicated by strike through:

Subordination - Safe Harbor

16.05 The association shall have a lien on each condominium parcel for any unpaid assessment and interest thereon against the unit owner of such condominium parcel until paid. Such lien shall also secure the costs of recording the claim of lien and all court costs, including, but not limited to, filing and service of process fees, and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including same if an appeal. As used herein, reasonable attorneys' fees shall be deemed to mean at least ten percent (10%) of the amount sought to be collected or such reasonable greater sums as a court might award at the trial and/or appellate level, but in either event no less than One Hundred Fifty Dollars (\$150.00) if a foreclosure of lien action is actually filed on behalf of the Association.

Such liens shall be effective from and after the time of recording in the public records of Pinellas County, Florida, a claim of lien stating the description of the condominium parcel, the name of the record owner; the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. ~~Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded.~~ Such claims of liens shall be signed and verified by an officer or agent of the Association and shall be entitled to be recorded. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a first mortgage ~~or other lien recorded prior to the time of recording of the claim of lien.~~

The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interest of the Association. Suits to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. Said lien shall be effect as and in the manner provided by the Condominium Act and shall have the priorities established thereby.

Notwithstanding anything to the contrary contained in this Declaration, upon the foreclosure of a first mortgage, the first mortgagee taking title by foreclosure or deed in lieu thereof shall be required to pay such amounts as are contained in Section 718.116, Florida Statutes, as amended from time to time. All others obtaining title by foreclosure of a first mortgage or deed in lieu thereof shall be obligated to pay all amounts owed by the previous owner, as allowed by law. The lien of the Association relates back to the recording of the Declaration, and the Association is not a "previous owner" as allowed by law as amended from time to time. In addition, the following are hereby declared to be Common Expenses: interest, costs, late fees and legal fees, if any, that were due at the time of transfer.