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FIFTH AMENDMENT TO

DECLARATION OF CONDOMINIUM 100002 10 6388 06-06-89 1005

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THIS FIFTH AMENDMENT to the Declaration of Condominium of Sunnybrook VI, a Condominium is made pursuant to Paragraph 25 of said Declaration of Condominium this 3rd day of May, 1989.

WITNESSETH:

WHEREAS, the original Declaration of Condominium of Sunnybrook VI, a Condominium, was recorded in Official Record Book 1481, commencing at Page 1144, and was amended by that certain First Amendment to Declaration of Condominium of Sunnybrook VI, a Condominium, recorded in Official Records Book 1483, commencing at Page 1156, that certain Second Amendment to Declaration of Condominium of Sunnybrook VI, a Condominium, recorded in Official Record Book 1489, commencing at Page 0305, that certain Third Amendment to Declaration of Condominium of Sunnybrook VI, a Condominium, recorded in Official Record Book 1509, commencing at Page 0182, and that certain Fourth Amendment to Declaration of Condominium of Sunnybrook VI, a Condominium, recorded in Official Record Book 1567, commencing at Page 1355, all of the Public Records of Pasco County, Florida; and

WHEREAS, pursuant to Paragraph 25 of said Declaration, the Declaration may be amended by the affirmative vote of seventy-five percent (75%) of the Unit Owners of the Condominium at a meeting duly called for such purpose pursuant to the Bylaws of Sunnybrook Condominium Association, Inc.; and

WHEREAS, on the 11th day of April, 1989, at a duly called meeting of the Unit Owners of Sunnybrook VI, a Condominium, at which a quorum was present, not less than seventy-five percent (75%) of the Unit Owners in the Condominium affirmatively voted to amend the Declaration of Condominium of Sunnybrook VI, a Condominium, as more specifically provided herein,

NOW THEREFORE, pursuant to the provisions of Paragraph 25 of the Declaration of Condominium of Sunnybrook VI, a Condominium, and the applicable provisions of Chapter 718, Florida Statutes, and the rules and regulations promulgated pursuant thereto, said Declaration is hereby amended as follows:

1. The last sentence of Paragraph 6B of the Declaration is hereby amended as follows:

However, a Unit shall include the inner decorated and/or finished surfaces of the perimeter walls, floors, doors, sliding doors, and interior and exterior framing around same, on the perimetrical boundaries of the Unit, and the air conditioning and heating systems exclusively serving the Owner's Unit, whether inside or outside of his Unit.

2. The first sentence of Paragraph 8A is hereby deleted in its entirety, and the second sentence of Paragraph 8A is hereby amended as follows:

Said The Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale of Units, including, but not limited to the right to maintain models, sales or leasing offices, and construction trailers, erect signs, place employees in the offices, use the Common Elements or Common Areas and to show unsold Units.

THIS INSTRUMENT PREPARED BY:
Christie S. Jones, Esquire (813) 365-5115
Ingersoll and Bloch, Chartered
1515 Ringling Boulevard, Suite 800
Sarasota, Florida 34236

3. Subparagraphs A and B of Paragraph 12 are hereby amended in their entirety to read as follows:

A. Common Expenses include the expenses of the operation, maintenance, repair, or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expense designated as Common Expense by this Declaration, the documents creating the condominium Association, or the Bylaws.

B. Funds for the payment of Common Expenses shall be collected by Assessments against Unit Owners in the same proportions or percentages as their ownership interest in the Common Elements.

4. Original Paragraph 12C is hereby renumbered as Paragraph 12D, and a new Paragraph 12C is hereby inserted in its place:

C. Common surplus is owned by unit owners in the same shares as their ownership interest in the common elements.

5. Paragraph 14 of the Declaration is hereby amended in its entirety to read as follows:

14. ASSESSMENTS; LIABILITY; LIEN AND PRIORITY; INTEREST; COLLECTION:

A. A Unit Owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all Assessments which come due while he is the Unit Owner. Except as otherwise provided, the grantee is jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

B. The liability for Assessments may not be avoided by waiver of the use of enjoyment of any Common Element or by abandonment of the Unit for which the Assessments are made.

C. Assessments and installments on them which are not paid when due bear interest at the rate of eighteen percent (18%) per annum, from the due date until paid.

D. The Association has a lien on each Condominium Parcel for any unpaid Assessments with interest and for costs and reasonable attorneys' fees incurred by the Association which are incident to the collection of the Assessment or enforcement of the lien. The lien is effective from and after the recording of a claim of lien in the public records of the county in which the Condominium Parcel is located, which states the description of the Condominium Parcel, the name of the record owner, the amount due, and the due dates. The claim of lien shall secure all unpaid Assessments, interest, costs, and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. A claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien.

E. The Association may bring an action in its name to foreclose a lien for Assessments in the manner

a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

F. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit, and the Association is entitled to the appointment of a receiver to collect the rent.

G. The Association has the power to purchase the Condominium Parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

H. When the mortgagee of a first mortgage of record, or other purchaser of a Condominium Unit, obtains title to the Condominium Parcel by a purchase at the public sale resulting from the first mortgage's foreclosure judgment in a foreclosure suit in which the association has been joined as a defendant, or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns is not liable for the share of Common Expenses or Assessments attributable to the Condominium Parcel or chargeable to the former Unit Owner of the parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for Assessments that was recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the unit owners in the Condominium in which the Unit is located, including such acquirer and his successors and assigns. A first 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.

I. Within 15 days after a request therefor by a Unit Owner or Unit mortgagee, the Association shall provide a certificate stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to the Condominium Parcel. Any person other than the Owner who relies upon such certificate shall be protected thereby.

J. No Unit Owner may be excused from the payment of his share of the Common Expense of a Condominium unless all Unit Owners are likewise proportionately excused from payment, except as otherwise provided.

K. The Association shall be entitled to assess a late charge of Ten and no/100 Dollars (\$10.00) for any Assessment or installment of an Assessment, which is not paid within five (5) days of the due date of any such Assessment or installment.

6. Subparagraphs A and C of Paragraph 16 are hereby amended in their entirety as follows:

A. In the event a Unit Owner fails to operate, maintain or repair his Condominium Unit or the Limited Common Elements appurtenant thereto, if any, as required in Paragraph 15 above, the Association or any other Unit Owner shall have the right to proceed in a court of competent jurisdiction with an action for damages or for injunctive relief, or both, without thereby waiving any other remedies provided by law, and

the prevailing party in any such action shall be entitled to recover reasonable attorneys' fees.

C. Notwithstanding anything to the contrary contained in this Paragraph 16, the Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units.

7. The first sentence of Paragraph 17B(2) is hereby amended as follows:

(2) Public Liability: The Board of Directors of the Association shall have the right to contract for comprehensive public liability insurance covering all of the Condominium Property and the Association Property, if any, as it may deem necessary, at the expense of the Association.

8. The first paragraph of Paragraph 20 of the Declaration is hereby amended as follows:

In order to insure a community of congenial residents and thus protect the value of the Units, ~~the sale, leasing, rental and transfer~~ sales or other conveyances of a Unit owned by any Owner other than the Developer and the renting or leasing of any Unit shall be is restricted and subject to the following provisions:

9. Paragraph 22A(14) is hereby amended in its entirety to read as follows:

(14) The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units.

10. The first sentence of Paragraph 24A is hereby amended to read as follows:

A. ~~The right to prohibit access to any portion of the Common Areas or uncompleted Buildings to any of the residents of the Condominium, and to utilize various portions of the Condominium Units, the Limited Common Elements appurtenant thereto, the Common Elements or the Common Areas for the purpose of constructing or completing the construction of any Units or other improvements within Sunnybrook Development.~~

11. New Paragraph 25E is hereby inserted immediately following Paragraph 25D and shall read as follows:

E. Notwithstanding anything to the contrary contained in this Declaration or the declaration of condominium of any other condominium constructed as a part of the Sunnybrook Development, no amendment to this Declaration shall be certified by the Association and recorded in the Public Records of Pasco County, Florida, unless and until an identical amendment to each of the declarations of condominium of the condominiums constructed as a part of the Sunnybrook Development has been approved at a duly called meeting by the unit Owners of each such condominium as required in the respective declarations.

12. Except as expressly modified herein, the terms and conditions of the Declaration of Condominium of Sunnybrook VI, a

Condominium, as previously, duly amended, are hereby ratified and confirmed.

IN WITNESS WHEREOF, Sunnybrook Condominium Association, Inc., pursuant to Section 718.110(2), Florida Statutes, by its duly authorized officers, hereby certifies that the foregoing amendments to the Declaration of Condominium of Sunnybrook VI, a Condominium, originally recorded in Official Record Book 1481, commencing at Page 1141, Public Records of Pasco County, Florida, as previously, duly amended, were duly approved by the Unit Owners as provided herein.

Signed, Sealed and Delivered in the Presence of:

SUNNYBROOK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit

Adrienne Forster
Harold Forster

By: [Signature]
Its President

ATTEST: [Signature]
Its Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PASCO)

I HEREBY CERTIFY that on this 5th day of May, 1989, before me personally appeared GLENN F. WATSON and WEN FRANKOWSKI, President and Secretary, respectively, of SUNNYBROOK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, to me known to be the persons described in and who executed the foregoing FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF SUNNYBROOK VI, A CONDOMINIUM, and acknowledged the execution thereof to be their duly authorized free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Pasco County, State of Florida, the day and year last aforesaid.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 15, 1990

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