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THIS INSTRUMENT PREPARED BY
AND RETURN TO:
KEVIN L. EDWARDS, ESQ.
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SARASOTA, FL 34240



RECORDED IN OFFICIAL RECORDS
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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
JOLSON Receipt#1613450

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF RESTRICTIONS
FOR SINGLE-FAMILY HOMES IN MUIRFIELD HEATH OF
THE MEADOWS, UNIT 4**

The undersigned officers of Muirfield Heath Homeowners Association, Inc., a not for profit Florida corporation organized and existing to operate and govern Single-Family Homes in Muirfield Heath of The Meadows, Unit 4, according to the original Declaration of Restrictions, thereof as recorded in the public records of Sarasota County in O.R. Book 1545, Page 276, et seq., and all amendments thereto, certifies that the following amendment to the Declaration of Restrictions was duly adopted by not less than sixty-six and two-thirds (66 2/3rds) of the lot owners, as required by Section 24 of the Declaration of Restrictions and applicable law at a duly convened Membership Meeting held on March 5, 2013.

(Additions indicated by underlining, deletions by ~~strike-through~~)

1. Proposed Amendment to Section 6 of the Declaration to read as follows:

6. **Assessments and Liens.** The Board of Directors of Muirfield Heath Association shall approve the annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each lot owner shall be responsible for his lot's share of such annual assessment based upon each lot bearing an equal share in said expenses. One-fourth of each lot's annual assessment shall be due and payable in advance to the Association on the first day of each quarter of each fiscal year. In addition the Board of Directors shall have the power to levy special assessments against the lot owners, on an equal basis, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments which are not paid when due shall bear interest from the due date at the highest rate of interest permitted by law, and shall be subject to such late charge as may be established by uniform rules and regulations of the Board of Directors. ~~Developer does hereby declare that each~~ Each lot described above is subject to a lien against said lot for the amount of unpaid assessments or other charges, together with interest and charges as provided herein. The Association is granted the right to file in the Public Records of Sarasota County, Florida, a written Claim of Lien. Said lien shall attach only upon the recording of said Claim of Lien in the public records and shall thereafter be enforceable by the Association by legal action as hereinafter provided. ~~It is the intent of Developer that the~~ The aforementioned lien for assessments levied against each lot described above shall be subordinate and inferior only to ad valorem or special assessments levied by the County of Sarasota and to the lien of ~~certain~~ first mortgages as provided herein.

The aforesaid lien for assessments shall be subordinate only to the lien of a first any bona fide mortgage or mortgages mortgagee whose mortgage on a lot is recorded hereafter placed upon any of the lots described above prior to the recording of the aforementioned Claim of Lien.

provided however, that such subordination shall apply only to assessments which shall become due and payable prior to the sale or transfer of a lot described above pursuant to a decree of foreclosure or any other proceeding or transfer in lieu of foreclosure. The liability of a first mortgagee who acquires title to a lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments, and other charges that became due prior to the first mortgagee's acquisition of title is limited to the maximum extent permitted by Florida Statutes, Section 720.3085, as same is amended or renumbered from time to time, but if no such limitation exists, then to the same extent as any other lot owner. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee strictly complies with all conditions required by Florida Statutes, Section 720.3085, as same is amended or renumbered from time to time. The Association's lien for assessments and other charges is superior to and has priority over all other mortgages, liens and encumbrances, except as provided above. No sale or transfer shall relieve any property owner, including first mortgagees, from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment or charge.

The aforesaid assessment lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event the Association shall institute suit to foreclose such lien, it shall be entitled to recover from the owner of such lot the amount of said lien, plus interest, together with any late charges, and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including appellate proceedings, and including court costs. Further, in the event of non-payment of assessments and the institution of foreclosure proceedings by the Association, the remaining installments of any assessments may be accelerated by the Association to maturity, by giving to the defaulting lot owner ten (10) days' notice of intent to accelerate, unless all delinquent sums are paid within that time.

MUIRFIELD HEATH HOMEOWNERS
ASSOCIATION, INC.

By: William Hoegel
William Hoegel, President

ATTEST: Mary Marden
Mary Marden, Secretary

Marilyn J. Aiello
Witness Signature

MARILYN J. AIELLO
Printed Name

Richard C Aiello
Witness Signature

Richard C Aiello
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20 day of APRIL 2013 by William Hoegel, as President and Mary Marden, as Secretary of MUIRFIELD HEATH HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Marylyn J Aiello
Notary Public
Printed Name MARYLYN J. AIELLO
State of Florida
My Commission Expires 8-30-13

ACTIVE: 4625200_1

