

THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Brian S. Hess, Esq.  
CLAYTON & MCCULLOH  
1065 Maitland Center Commons Boulevard  
Maitland, Florida 32751

\_\_\_\_\_  
The area above this line is for recording purposes only \_\_\_\_\_

**CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM  
ESTABLISHING GARRETT'S RUN, A CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of GARRETT'S RUN CONDOMINIUM ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF CONDOMINIUM ESTABLISHING GARRETT'S RUN, A CONDOMINIUM, recorded in Official Records Book 2970, Page 1800, of the Public Records of Brevard County, Florida (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DECLARATION OF CONDOMINIUM ESTABLISHING GARRETT'S RUN, A CONDOMINIUM, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 3<sup>rd</sup> day of April, 2010 (hereinafter "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article 10, Section 10.1 of the Declaration, as amended, by the affirmative vote of the members to vote not less than sixty-six and two-thirds (66 2/3%) percent of the total voting interests in the Association. Proper notice was given for the Meeting pursuant to the Bylaws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a condominium association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 3<sup>rd</sup> day of April, 2010.

Signed, sealed and delivered  
in the presence of:

Fredrick J. Sahlstrom  
(Sign - Witness 1)

FREDRICK J SAHLSTROM  
(Print - Witness 1)

Hattie P Martin  
(Sign - Witness 2)

Hattie P Martin  
(Print - Witness 2)

Peter H Engel  
(Sign - Witness 1)

PETER H ENGEL  
(Print - Witness 1)

Susan D. LaRocca  
(Sign - Witness 2)

SUSAN D. LARocca  
(Print - Witness 2)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing was acknowledged before me this 3rd day of April, 2010, by Kathryn Heisey as President, and Marion L. Geiger, as Secretary, of GARRETT'S RUN CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me [ ] or have produced \_\_\_\_\_ as identification.

GARRETT'S RUN CONDOMINIUM  
ASSOCIATION, INC.

BY: Kathryn Heisey  
(Sign)

Kathryn Heisey  
(Print)

President, Garrett's Run Condominium  
Association, Inc.

ATTEST: Marion L. Geiger  
(Sign)

Marion L. Geiger  
(Print)

Secretary, Garrett's Run Condominium  
Association, Inc.

NOTARY PUBLIC

Susan D. LaRocca  
(sign)

SUSAN D. LARocca  
(print)

(Notary Seal)  
State of Florida at Large  
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA  
SUSAN D. LARocca  
Commission #DB626149  
Expires: JAN, 02, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

**AMENDMENT TO DECLARATION OF CONDOMINIUM  
ESTABLISHING GARRETT'S RUN, A CONDOMINIUM**

The following amendment is made to Article 5.0, Section 5.2, and Article 10, Section 10.1(b), of the DECLARATION OF CONDOMINIUM ESTABLISHING GARRETT'S RUN, A CONDOMINIUM, recorded in Official Records Book 2970, Page 1800, *et. seq.*, of the Public Records of Brevard County, Florida (additions are indicated by underlining, deletions are indicated by ~~striketthrough~~, and omitted but unaltered provisions are indicated by ellipses):

**5.0 ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT**

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**5.2 Lien for Assessment**

The ASSOCIATION shall have a lien against each APARTMENT UNIT for any unpaid assessments against the owner thereof, for interest accruing thereon and penalties, which lien shall also secure reasonable attorney's fees incurred by the ASSOCIATION incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated, provided, however, that no lien for assessments shall become effective until recorded in the Public Records of Brevard County, Florida. The said lien shall be recorded among the Public Records of Brevard County, Florida by filing a claim therein which states the legal description of the APARTMENT UNIT, and the amount claimed to be due. Said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, shall have been paid. Provided, however, that no such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure. Said claims of lien must be signed and verified by an officer of the ASSOCIATION, or by a managing agent of the ASSOCIATION. Upon full payment, the party making payment shall be entitled to a recordable Satisfaction of Lien, to be prepared and recorded at the owner's expense. All such liens shall be subordinate to the lien of institutional first mortgages recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the ASSOCIATION in like manner as a foreclosure of a mortgage on real property. Pursuant to Florida Statutes Section 718.116(5)(c) (1986), if the owner of the APARTMENT UNIT remains in possession of the APARTMENT UNIT and the claim of lien is foreclosed, the court, in its discretion, may require the APARTMENT UNIT owner to pay a reasonable rental for the APARTMENT UNIT, and the ASSOCIATION shall be entitled to to the appointment of a receiver to collect the rent. The ASSOCIATION may also

at its option sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same. In the event a mortgagee of a first mortgage of record shall obtain title to the APARTMENT UNIT as the result of a foreclosure of such first mortgage, such acquirer of title, its successors and assigns shall not be liable for that share of the common expenses or assessments by the ASSOCIATION chargeable to the APARTMENT UNIT, or the owner thereof, which became due prior to the acquisition of title by such institutional mortgagee or purchaser at foreclosure sale or through conveyance in lieu of foreclosure of such institutional first mortgage.

(a) Assignment of Rents. All Owners hereby absolutely assign and transfer to ASSOCIATION all the leases, rents, issues and profits of any nature from the APARTMENT UNIT which may be obtained by Owner when the APARTMENT UNIT is not occupied by Owner (collectively "Rents"). Although this assignment is effective immediately, so long as Owner pays any assessment or any other charge of ASSOCIATION in a manner such that said assessments or charges are not considered to be delinquent in any way (hereinafter, non-payment of any assessment or any other charge of ASSOCIATION such that the assessments or charges are considered delinquent may be referred to as a "Default"). ASSOCIATION gives to and confers upon Owner the privilege under a revocable license to collect as they become due, but not prior to accrual, the Rents and to demand, receive and enforce payment, give receipts, releases and satisfactions, and sue in the name of Owner for all such Rents.

Upon any occurrence of Default, the license granted to Owner herein shall be automatically revoked without further notice to or demand upon Owner, and ASSOCIATION shall have the right, in its discretion, without notice, by or without agent or by or without a receiver appointed by a court, and without regard to the adequacy of any security for the annual or special assessments or any other charges of ASSOCIATION, (a) to notify tenants, subtenants, occupants and any property manager to pay Rents to ASSOCIATION or its designee, and upon receipt of such notice such persons are authorized and directed to make payment as specified in the notice and disregard any contrary direction or instruction by Owner, and (b) in the name of ASSOCIATION, to sue for or otherwise collect Rents, including those past due, and apply Rents, less costs and expenses of operation and collection efforts, including late assessments or charges, interest, costs of collection and attorneys' and paralegals' fees, to the annual or special assessments or any other charges of ASSOCIATION in such order and manner as ASSOCIATION may determine or as otherwise provided for herein or by law. However, the tenants, subtenants, occupants and any property manager need not make such payments to ASSOCIATION in excess of, or prior to the due dates for, monthly Rents unpaid at the time of the Board's request.

After collecting any such Rents, and upon the deduction of any late assessments, interest, costs of collection, and attorneys' and paralegals' fees, ASSOCIATION may (but shall not be required to) remit any balance to Owner. All such payments made by tenants, subtenants, occupants, and any property manager to ASSOCIATION shall reduce, by the same amount, tenants, subtenants, occupants and any property manager's obligation to make monthly rental payments to Owner, despite any agreement between tenants, subtenants, occupants and any property manager and Owner to the contrary. ASSOCIATION's exercise of any one or more of the foregoing rights shall not cure or waive any Default or notice of Default hereunder. The above provision shall not be construed to release Owner from any obligation, including the obligation for assessments or charges, for which he or she would otherwise be responsible. Should any tenants, subtenants, occupants or any property manager refuse to provide said Rents to ASSOCIATION (or any agent or receiver thereof) within thirty (30) days of the date of demand, Owner hereby authorizes ASSOCIATION to pursue any and all collection efforts (including suit) against any tenants, subtenants, occupants or any property manager, and/or against Owner, for non-payment of said Rents. The payment of any and all costs or fees (including attorneys and paralegals fees) accumulated by ASSOCIATION in pursuit of any action for non-payment of Rents, or annual or special assessments or any other charges, shall be the responsibility of Owner.

ASSOCIATION shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Owner under any lease or rental or occupancy agreement, and Owner hereby agrees to indemnify ASSOCIATION for, and to save it harmless from, any and all liability arising from any of said leases or rental or occupancy agreements or from this assignment provision. This assignment shall not place responsibility for the control, care, management, or repair of said APARTMENT UNIT upon ASSOCIATION, or make ASSOCIATION responsible or liable for any negligence in the management, operation, upkeep, repair, or control of the APARTMENT UNIT resulting in loss or injury or death to any tenants, subtenants, occupants, property managers, licensees, employees or strangers. Nonetheless, Owner hereby additionally authorizes ASSOCIATION to enter and take possession of the APARTMENT UNIT and to manage and operate the same, to let or re-let said premises or any part thereof, to cancel and to modify leases, to evict tenants, subtenants, or occupants, bring or defend any suits in connection with the possession of said premises as ASSOCIATION, in its discretion, may deem proper. The payment of any and all costs or fees accumulated by ASSOCIATION in pursuit of any such actions, or any actions stemming from the authorities granted to ASSOCIATION by this assignment, shall be the responsibility of Owner, and in the absence of the payment of such costs and fees by Owner, ASSOCIATION shall additionally have the authority to collect Rents as otherwise provided by this assignment to provide such payment.

Owner hereby authorizes ASSOCIATION to give notice in writing of this assignment at any time to any tenants, subtenants, occupants or property managers under any said leases or rental or occupancy agreements.

The invalidation of any provision or provisions of the covenants and restrictions set forth herein (or any portion thereof) by judgment or court order shall not affect or modify any of the other provisions or portions of said covenants and restrictions, which other provisions (or portions thereof) shall remain in full force and effect.

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## 10.0 AMENDMENT OF DECLARATION OF CONDOMINIUM

### 10.1 Procedure

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- (b) At such meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of a majority of the members who are present in person or by proxy after a quorum has been attained ~~of the members to vote not less than sixty-six and two-thirds (66 2/3%) percent of the total voting interests in the ASSOCIATION.~~

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