

This instrument was prepared by,
or under the supervision of
(and after recording return to):

Frazier & Brown, Attorneys at Law
202 S Rome Ave.
Suite 125
Tampa, FL 33606

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF FOREST GLEN
FOR MANORS AT FOREST GLEN HOMEOWNERS
ASSOCIATION, INC.

THIS AMENDMENT is made this 21st day of December 2017 by **MANORS AT FOREST GLEN HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit Corporation (the "Association").

The Association has placed on record the Declaration of Covenants, Conditions, and Restrictions of Forest Glen for Manors at Forest Glen Homeowners Association, Inc. ("Declaration") recorded on November 28, 2012, in the Official Records Book 21515, Page 433, in the Public Records of Hillsborough County, Florida, amended from time to time, and is hereby amended by the recording of this Amendment to the Declaration of Covenants, Conditions, and Restrictions of Forest Glen.

RECITALS

WHEREAS, pursuant to Article VIII and Section 6, of the Declaration, the Association is permitted to amend the Declaration; and

WHEREAS, the Association provided a written copy of the proposed amendments to the Declaration to all members prior to a duly called meeting of the Members to discuss and vote on the proposed amendments to the governing documents; and

WHEREAS, at a meeting on the 3rd day of October 2017, duly called for the purpose of voting on the proposed amendments to the Declaration, the amendments were approved pursuant to Article VIII and Section 6, of the Declaration; and

WHEREAS, Association desires to amend the Declaration, and intends to record these amendments to evidence such amendments on terms set forth herein.

NOW, THEREFORE, the Association amends its Declaration as follows:

(Deleted language is marked with a ~~strikethrough~~ line, and new language is marked with a double-underline.)

I. Article V, Section 1, of the Declaration is hereby amended to read as follows:

Section 1. Assessments Established. For each Lot, Declarant and Property Owner covenant, and each Owner of a Lot by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agree, to pay to the Association:

- (a) An annual assessment, as provided in Section 2 of this Article; and
- (b) Special assessments, as provided in Section 3 of this Article; and
- (c) Specific assessments; as provided in Section 4 of this Article; and
- (d) All excise taxes, if any, that from time to time may be imposed by law upon all or any portion of the assessments established by this Article; and
- (e) Interest and costs of collection of such assessments, including reasonable attorney's fees, as provided in this Declaration; and

All of the foregoing are a continuing charge on the Lot and secured by a continuing lien upon the Lot against which each assessment is made, as provided in Section 7, below. Each such assessment, together with excise taxes (if any), interest and all costs and expenses of collection, including reasonable attorney's fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment became due. ~~Such personal obligation will not pass to an Owner's successors in title unless assumed expressly in writing, however.~~ Whether financial institution, investor, foreclosure purchaser, successor, assignee, or grantee, every new owner regardless of how title is acquired, shall be jointly and severally liable for all amounts owing on a lot which became due prior to such sale or transfer. For the purposes of this provision, including application to a financial institution or investor, assessments shall additionally include specific assessments, fines, fees, abatement, interest, attorneys' fees and costs, mortgage foreclosure and bankruptcy fees, all when incurred, and any other charges imposed by the Association pertaining to such Lot. The continuing lien shall relate back to the Declaration's recording.

Any Lots owned by Declarant or Property Owner shall not be subject to assessments, provided, however, that Declarant shall pay an amount equal to any deficit in funding of the Association, and provided further that Declarant shall not pay an amount more than one hundred percent of the corresponding assessment for Lots owned by other Owners.

Any Lot which does not contain a completed residence which has a certificate of occupancy from Hillsborough County, and which is not owned by Declarant or Property Owner, shall pay an Annual and Special Assessment of Fifty Percent (50%) of the corresponding assessment charged for Lots with a completed residence.

Any changes to this provision with this amendment shall not apply to first mortgagees with an existing first mortgage for a Lot at the time of the recording of this amendment, but shall apply to all first mortgagees (regardless of whether they had an active first mortgage at the recording of this amendment) that establish any new first mortgage for any Lot after the recording of this amendment.

II. Article V, Section 7, of the Declaration is hereby amended to read as follows:

Section 7. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a continuing lien on such Lot in favor of the Association. All lienors acquiring liens on any Lot after this Declaration is recorded, except First Mortgage holders, are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration.

~~The liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessment that became due before the mortgagee's acquisition of title, shall be the lesser of:~~

~~(a) The Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or~~

~~(b) One percent (1%) of the original mortgage debt.~~

~~The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Lot Owner and initially joined the association as a defendant in the mortgagee foreclosure action.~~

Any changes to this provision with this amendment shall not apply to first mortgagees with an existing first mortgage for a Lot at the time of the recording of this amendment, but shall apply to all first mortgagees (regardless of whether they had an active first mortgage at the recording of this amendment) that establish any new first mortgage for any Lot after the recording of this amendment.

III. Article V, Section 11, of the Declaration is hereby amended to read as follows:

Section 11. Lien Subordination. The Association's lien established by the Declaration is subordinate to the lien of any First Mortgage. ~~Any lienholder may pay, but is not required to pay, any amount secured by the lien created by this Article; and, upon such payment, such lienholder will be subrogated to all rights of the Association with respect to such lien, including priority.~~ Any changes to this provision with this amendment shall not apply to first mortgagees with an existing first mortgage for a Lot at the time of the recording of this amendment, but shall apply to all first mortgagees (regardless of whether they had an active first mortgage at the recording of this amendment) that establish any new first mortgage for any Lot after the recording of this amendment.

IV. Article VIII, Section 6, of the Declaration is hereby amended to read as follows:

Section 6. Amendment. The provisions of this Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association for so long as the Properties are used in whole or in part as a residential community, and in all events, for at least twenty-five (25) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration, Articles of Incorporation, and Bylaws may be amended by the affirmative vote of an instrument signed by members entitled to cast not less than a majority two-thirds (2/3) of the votes present, whether in person or by proxy or by electronic vote, and two thirds (2/3) of the Board of Directors at a duly called meeting of the membership for that purpose, or by the written consent of the minimum number of votes necessary to pass an amendment at a meeting of the members and two-thirds (2/3) of the Board, of members pursuant to Article IV, Section 2 hereof. No amendment shall be effective which shall impair or prejudice the rights or priorities of the Declarant, ~~or Property Owner, or any Institutional Mortgagee~~ without the specific written approval of the Declarant, ~~or Property Owner or Institutional Mortgagee~~ affected thereby. Any amendment affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the Southwest Florida Water Management District. During the first five years after execution hereof, Declarant may amend this Declaration by recording an instrument stating such amendment, for the sole purpose of complying with requirements of the Federal Housing Administration, Veterans Administration, or Southwest Florida Water Management District or other governmental agency. Any changes to this provision with this amendment shall not apply to first mortgagees with an existing first mortgage for a Lot at the time of the recording of this amendment, but shall apply to all first mortgagees (regardless of whether they had an active first mortgage at the recording of this amendment) that establish any new first mortgage for any Lot after the recording of this amendment.

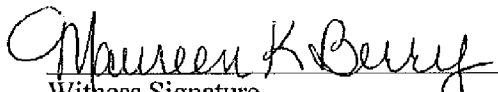
V. Except as specifically modified herein, the Declaration shall remain in full force and effect without modification.


IN WITNESS WHEREOF, Manors at Forest Glen Homeowners Association, Inc. has caused the Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 21 day of December 2017, at Hillsborough County, Florida.

Manors at Forest Glen Homeowners Association, Inc.

By: 
 President or Vice President

Print Name: Michael Beretta


 Witness Signature
 Print Name: Maureen K Berry


 Witness Signature
 Print Name: Cleo Beretta

STATE OF FLORIDA
COUNTY OF Hillsborough

THE FOREGOING INSTRUMENT was acknowledged before me this 21 day of December, 2017, by Michael Beretta, as President or Vice President of the Association, who is personally known to me or has produced FLDR LIC as identification.



Notary Public: Maureen K Berry
Print Name: Maureen K. Berry
My Commission Expires: 12-30-2021

By: _____
Secretary or Assistant Secretary:

Print Name: _____

Witness Signature
Print Name: _____

Witness Signature
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of December, 2017, by _____, as Secretary or Assistant Secretary of the Association, who is personally known to me or has produced _____ as identification.

Notary Public: _____
Print Name: _____
My Commission Expires: _____

(Notary Seal)

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of December, 2017, by _____, as President or Vice President of the Association, who is personally known to me or has produced _____ as identification.

Notary Public: _____


(Notary Seal)

Print Name: _____

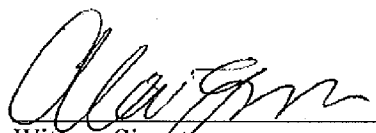
My Commission Expires: _____

By: 
Secretary or Assistant Secretary: _____

Print Name: Leon M White Jr

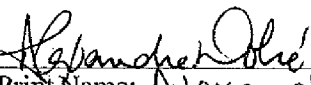

Witness Signature

Print Name: ED WILSON


Witness Signature
Print Name: Alanie Green

STATE OF FLORIDA
COUNTY OF Pinellas

THE FOREGOING INSTRUMENT was acknowledged before me this 20th day of December, 2017, by Leon M White Jr, as Secretary or Assistant Secretary of the Association, who is personally known to me or has produced _____ as identification.

Notary Public: 

(Notary Seal)

Print Name: Alexandra Dolce

My Commission Expires: 1-19-2021

ALEXANDRA DOLCE
Notary Public, State of Florida
My Comm. Expires Jan. 19, 2021
No. GG 64196