

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

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**CERTIFICATE OF AMENDMENT**  
**TO THE MASTER DECLARATION OF CONDITIONS,**  
**COVENANTS AND RESTRICTIONS FOR PIPERS**  
**MEADOW AND PIPERS MEADOW SOUTH FOR PIPERS**  
**MEADOW HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDMENT is made this \_\_\_ day of \_\_\_\_\_, 2017 by **PIPERS MEADOW HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit Corporation (the "Association").

The Association has placed on record the Master Declaration of Conditions, Covenants and Restrictions for Pipers Meadow and Pipers Meadow South for Pipers Meadow Homeowners' Association, Inc. ("Declaration") recorded on December 8, 1988, in the Official Records Book 6892, Page 1207, in the Public Records of Pinellas County, Florida, and is hereby amended by the recording of this Amendment to the Declaration.

**RECITALS**

**WHEREAS**, the Association has met the necessary vote requirements to amend the Declaration under Article VIII, Section Four, of the Master Declaration of Conditions, Covenant and Restrictions for Pipers Meadow and Pipers Meadow South; and

**WHEREAS**, the Association provided proper notice and a written copy of the proposed amendments to the Master Declaration of Conditions, Covenants and Restrictions for Pipers Meadow and Pipers Meadow South to all members in time 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 18<sup>th</sup> day of May, 2017, duly called for the purpose of voting on the proposed amendments to the Master Declaration of Conditions, Covenants and Restrictions for Pipers Meadow and Pipers Meadow South, the amendments were approved pursuant to Article VIII, Section Four, of the Master Declaration of Conditions, Covenants and Restrictions for Pipers Meadow and Pipers Meadow South; and

**WHEREAS**, Association desires to amend the Master Declaration of Conditions, Covenants and Restrictions for Pipers Meadow and Pipers Meadow South, and intends to record these amendments to evidence such amendments on terms set forth herein.

**NOW, THEREFORE**, the Association amends its Master Declaration of Conditions, Covenants and Restrictions for Pipers Meadow and Pipers Meadow South as follows:

(Deleted language is marked with a ~~strickthrough 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 ONE, PERSONAL OBLIGATION FOR ASSESSMENTS.** Each Lot owner within Pipers Meadow and Pipers Meadow South, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance (contract for deed) shall be deemed to covenant and agree to pay to the Pipers Meadow Homeowners' Association, Inc.: (i) annual assessments or charges; (ii) special assessments for maintenance, repair or restoration; (iii) special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as provided herein; and (iv) any other assessments the Association shall approve from time to time. The annual and special assessments, along with any other assessments the Association shall approve from time to time, together with interest thereon and all costs of collection thereof shall be a charge on the affected Lot and improvements thereon, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, with interest and all costs of collection, including any fees, fines, interest, attorneys' fees and costs, or any other charges imposed by the Association pertaining to such Lot, shall also be the personal obligation of the person who was the owner of such property at the time the assessment was due. Every new Unit Owner, regardless of how title is acquired including through foreclosure, a successor, Lot owner, grantee, or purchaser, shall be jointly and severally liable for all amounts, including but not limited to costs, fees, fines, assessments, interest, attorneys' fees and costs, or any other charges imposed by the Association pertaining to such Lot or chargeable to the former Lot owner of such Lot which became due prior to such sale or transfer.

**II. Article V, Section 8, of the Declaration is hereby amended to read as follows:**

1. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within five (5) days after the due date, assessment shall bear interest from the date of delinquency at the highest rate allowed by law. The Association, acting through its Board of Directors, may bring an action at law or in equity against the owner personally obligated to pay the same, and / or may foreclose the lien against such owner's Lot(s). The interest, all costs, and reasonable attorney's fees and administrative costs of any such action, any other fees, fines, interest, or any other charges imposed by the Association pertaining to such Lot shall be added to the amount of such assessment. In addition, the Association may levy a late charge to reasonably cover extra administrative costs associated with collection. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his unit / Lot.

2. If the assessment is not paid within five (5) days after it becomes due, then the Association shall have a continuing lien on the delinquent Lot / unit and all improvements thereon. Such lien shall continue until the delinquent assessment is paid. Each owner, by acceptance of a deed or other conveyance, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to so covenant, which covenant shall run with the land. Such lien may be

perfected by the filing of an instrument among the public records of Pinellas County, Florida; ~~indicating the amount of such lien and the obligation for interest and attorneys' fees and all costs of collection.~~ Such lien shall be foreclosed in the same manner in which mortgages are enforced and foreclosed.

**III. Article V, Section 9, of the Declaration is hereby amended to read as follows:**

**SECTION NINE, SUBORDINATION OF THE LIEN TO FIRST MORTGAGEES.**

The lien of the assessments provided for herein shall be superior to all other liens except for tax liens and first mortgage liens, provided mortgage liens are first liens against the property encumbered and secure indebtedness whose payments are amortized in monthly or quarterly payments on an amortization period of no fewer than ten (10) years. ~~Sale or transfer of any unit which is subject to a mortgage pursuant to a decree of foreclosure under such mortgage, or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to sale or transfer. No sale or transfer shall relieve such Lot(s) from liability for any assessments becoming due thereafter or from the lien thereof. Delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all of the unit / Lots as a common expense.~~

**IV. Article VIII, Section 4, of the Declaration is hereby amended to read as follows:**

**SECTION FOUR, AMENDMENT.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant, or the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years. Until such time as all dwelling units are constructed on all platted lots within Pipers Meadow and Pipers Meadow South, or such time that the responsibility for the Architectural Control Committee is assigned to Pipers Meadow Homeowner's Association, Inc. by the Declarant, the Declarant hereby saves and reserves the right and authority to amend and / or modify this Declaration of Conditions, Covenants and Restrictions as the Declarant may deem appropriate or necessary without the consent, approval, or joinder of any Lot owner, the Association, or any institutional mortgagee having an interest in any Lot. When all dwelling units are constructed or the Declarant assigns the Architectural Control Committee in accordance with Article VI, the Conditions, Covenants and Restrictions of the Declaration may be amended by an instrument approved by not less than two-thirds (2/3rds) of the Board and two-thirds (2/3rds) of the unit/Lot owners in person or by proxy or by electronic vote at a meeting duly called; or by the written consent of the minimum number of votes necessary to pass an amendment at a meeting of the Lot Owners and two-thirds (2/3) of the Board, which amendment shall be recorded in the public records. Notwithstanding the foregoing, the Declarant without any consent or approval may file (i) the amendment(s) referred to in Article II of this Declaration for the purpose of adding additional properties to the Property and for submitting such additional properties to this Declaration; (ii) any amendments hereto required by the Federal National Mortgage Association or Veteran's Administration or Federal Housing Administration or Federal Home Loan Mortgage

Corporation or similar entities; and (iii) any amendment required by any utility, water management district, or any governmental body or regulatory authority with jurisdiction over the Property, any of which amendments may be made by an instrument executed only by Declarant. Such amendment need not be signed or executed in the manner otherwise provided or herein and shall not require the consent of the members.

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

**[The rest of this page intentionally left blank.]**

**IN WITNESS WHEREOF**, Pipers Meadow Homeowners' Association, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this \_\_\_\_\_ day of \_\_\_\_\_ 2017, at Pinellas County, Florida.

**Pipers Meadow Homeowners' Association, Inc.**

By: \_\_\_\_\_  
President

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_  
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 \_\_\_\_\_, 2017, by \_\_\_\_\_, as President of the Association, who  is personally known to me or  has produced \_\_\_\_\_ as identification.; and \_\_\_\_\_, as Secretary of the Association, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_

(Notary Seal)