

Prepared by:

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**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS OF ALAFIA COVE,
A HOMEOWNERS' ASSOCIATION**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF ALAFIA COVE, A HOMEOWNERS' ASSOCIATION (hereinafter the "First Amendment") is made this 21st day of February, 2020, by the Alafia Cove Homeowners' Association, Inc. (hereinafter the "Association"), whose principal address is 208 Lake Parsons Green Brandon, FL 33511.

RECITALS

- A. WHEREAS, the Association was created pursuant to that certain Declaration of Covenants, Conditions, Restrictions, and Easements (hereinafter, the "Declaration"), recorded on December 10, 2003 in Official Records Book 13381, Pages 1062-1126, of the public records of Hillsborough County, Florida;
- B. WHEREAS, the Association desires to amend the Declaration, and submitted a proposed amendment to the Declaration for the consideration of the voting membership of the Association in accordance with Article VIII, Section 4 of the Declaration; and
- C. WHEREAS, the proposed amendment to the Declaration was approved by the voting membership of the Association at that certain meeting of the Association's Board of Directors, duly called and convened on February 5, 2020;

NOW THEREFORE, in consideration of the foregoing facts, the Association amends the Declaration as follows:

RECITATIONS TRUE AND CORRECT. The foregoing recitations are true and correct and comprise a part of this Amendment.

1. All terms appearing in this Amendment are defined as they appear and are defined in the Declaration.
2. Sections 14, 15, and 17 of Article IV of the Declaration are hereby amended and replaced by the attached Exhibit "A" hereto, which is incorporated herein, in accordance with the provisions of the Declaration.
3. Except as indicated in this Amendment, the terms of the Declaration remain unchanged.
4. This Amendment shall take effect upon its recordation in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the Association has caused this Amendment to the Declaration to be executed by its duly authorized officer and seal affixed hereto on this 21st day of February, 2020.

Witnesses:

Janice Powell
JANICE POWELL
 Print Name

Denise Yates
DENISE YATES
 Print Name

Alafia Cove Homeowners' Association, Inc.

Cody Walker
 Cody Walker, President
 2-21-2020

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ~~2-21-20~~ by Cody Walker, President of the Alafia Cove Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[Notary Seal]

Wilma L. Barrington
 Notary Public

Wilma L. Barrington
 Name typed, printed or stamped
 My Commission Expires: 3/19/2021

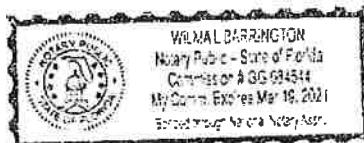


EXHIBIT "A"

Sections 14, 15, and 17 of Article IV of the Declaration shall be amended to read as follows:

ARTICLE IV

ASSESSMENTS

Section 14. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within ten (10) days after the due date shall be subject to an administrative late fee not to exceed the maximum amount permitted by law and shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Florida. The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Associations' lien or its priority. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The transfer of title to any lot, regardless of how accomplished, shall be subject to an application fee in an amount determined by the Board of Directors, which shall not exceed the maximum amount allowed by law.

Section 15. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage except to the extent of any amount of assessments the first mortgagee may be required to pay the Association upon completion of its foreclosure action or acceptance of a deed in lieu of foreclosure pursuant to

Chapter 720, Florida Statutes as it may be amended or renumbered from time to time. The preceding sentence shall apply to all mortgages entered into after the recording date of this amendment. Sale or transfer of any Lot shall not affect an Assessment lien, except the sale or transfer of any Lot pursuant to the foreclosure of a first Mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, except as provided in this Section, without prejudice however, to the Association's right to collect such amounts from the Owner personally liable for their payment. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and such encumbrancer then will subrogate to all rights of the Association with respect to such lien, including priority, to the extent of such payment.

Section 17. The Association may permit the payment of assessments to be made by credit card directly to the Association's bank. Any assessment paid by credit card shall be subject to a convenience fee, not to exceed the maximum amount provided by law. Any assessment paid by credit card shall be considered late and subject to an administrative late fee unless the payment is received by the Association's bank prior to the date in which an assessment is considered late.