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**SECOND AMENDMENT OF THE DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS OF  
VILLAS OF BONNIE BAY HOMEOWNERS ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that the Declaration of Covenants, Conditions, and Restrictions of the VILLAS OF BONNIE BAY HOMEOWNERS ASSOCIATION, INC., as recorded in Official Records Book 4901, Page 306, et seq., and as amended in Official Records Book 4964, Page 723, and amended in Official Records Book 5015, Page 1767, and amended in Official Records Book 5093, Page 985, and amended in Official Records Book 5164, Page 1666, and further amended in the Official Records Book 10750, Page 857, all of said documents being recorded in the Public Records of Pinellas County, Florida, is hereby amended by the Board of Directors of the Association, along with the written consent of seventy-five percent (75%) of the Association=s members pursuant to F.S. §617.0701 and the affirmative vote of seventy-five percent (75%) of the membership taken at a duly noticed meeting of the members convened on July 13, 2023 and reconvened on October 11, 2023; and

WHEREAS, the Association desires to comply with Chapter 720 of the Florida Statutes as it may be amended from time to time, said Declaration shall be amended as follows, those matters deleted will have a ~~strikeout~~ and those matters being added shall be underlined:

Article IV, Section 10, entitled ASubordination of the Lien to Mortgages@ is amended as follows:

~~The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The lien for assessments shall not be subordinate to any mortgage, including a bona fide first mortgage held by a lender on any lot, even when the mortgage is recorded in the Public Records prior to the claim of lien. The lien for assessments shall not be affected by any sale or transfer of a lot, except in the event of a sale or transfer by deed in lieu or pursuant to a foreclosure of a bona~~



vide first mortgage, in which event the mortgagee shall be liable for the unpaid assessments which become due during the twelve (12) month period immediately preceding the requisition of title or one percent (1%) of the original mortgage debt, whichever is less or such greater amount as permitted by Florida Law. However, any such remaining unpaid assessments for which such mortgagee is not liable may be assessed and reallocated to the subsequent owner who receives title from such mortgagee. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A lender shall give written notice to the Association if the mortgage held by such lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods applicable to owner. In the event the Association makes such payment on behalf of an owner, the Association shall, in addition to all rights reserved herein, be subrogated to all of the rights of the lender. All amounts advanced on behalf of the owner pursuant to this section shall be added to the assessments payable by such owner with appropriate interest.

Article IV, is amended by adding an entirely new Section 12 to read as follows:

**Section 12. Individual Special Assessment.** In addition to the Initial, Annual and Special Assessments authorized by this Article of this Declaration, the Association may levy an individual assessment against any individual Lot to recover any charges or losses incurred by the Association as a result of the actions or inactions of a particular Owner, his or her family member, tenant, licensee, guest or invitee or resulting from an individual Owner's or their family member, tenant, licensee, guest or invitee's failure to comply with the terms of this Declaration or the Association's governing documents, rules and regulations or guidelines including, but not limited to, architectural guidelines. Individual assessments shall be payable in such manner and at such times as determined by the Board. Individual Assessments shall be subject to all provisions of this Article, including interest and lien provisions.

In order to levy a special assessment for attorney fees and costs incurred prior to litigation, the Owner shall be notified in writing of the amount assessed and the Owner shall have the right to appeal such decision in writing to the Board of Directors of the Association within thirty (30) days of receiving notice of the assessed amount. Failure to appeal shall result in the irrebuttable presumption that the assessed amount was valid and reasonable.

Article XII, Section 3, is amended as follows:

~~Section 3. Amendments. The covenant and restrictions of this declaration shall run with and bind the land for a term of twenty (20) years from the date of this declaration is recorded, after which time they shall be automatically extended for~~

~~successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, there after by an instrument signed by not less than seventy five percent (75%) of lot owners. Any maintenance must be recorded. This declaration may be amended in whole or in part upon the affirmative vote of the majority of the owners present in person or by proxy at a duly called meeting of the Association. No such Amendment shall be effective until such time as it is recorded in the Public Records of Pinellas County, Florida.~~

IN WITNESS WHEREOF, the undersigned herein to set its hand and seal as of this 2<sup>nd</sup> day of NOVEMBER, 2023.

VILLAS OF BONNIE BAY HOMEOWNERS ASSOCIATION, INC.

By: Sandra K Berger  
Printed Name: SANDRA K BERGER,  
As Its President

Attest: By: Heather Blankenship  
Printed Name: Heather Blankenship,  
As Its Secretary

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by Sandra K Berger, as President and Heather Blankenship, as Secretary of VILLAS OF BONNIE BAY HOMEOWNERS ASSOCIATION, INC, a Florida not-for-profit corporation, on behalf of the corporation, on this 2<sup>nd</sup> day of November, 2023.

Gloria D. Reed  
NOTARY PUBLIC, State of Florida

Gloria D. Reed  
Print, Type or Stamp Name of Notary  
c Personally known to me, or  
 Produced identification  
Type of identification produced:

