



MARYANNE MORSE, SEMINOLE COUNTY  
CLERK OF CIRCUIT COURT & COMPTROLLER  
BK 8711 Pgs 1277-1280 (4Pgs)  
CLERK'S # 2016063878  
RECORDED 06/21/2016 09:29:10 AM  
RECORDING FEES \$35.50  
RECORDED BY hdevora

This instrument prepared by and )  
Should be returned to: )  
)  
Joyce C. Fuller, Esquire )  
J.C. Fuller P.A. )  
1700 N Maitland Avenue )  
Maitland, Florida 32751 )

**CERTIFICATE OF AMENDMENT**  
**TO THE DECLARATION OF CONDITIONS, COVENANTS,**  
**EASEMENTS AND RESTRICTIONS FOR**  
**ESTATES AT ALOMA WOODS**

THIS IS TO CERTIFY THAT attached hereto as Exhibit "A" is a true and correct copy of the Amendment to the Declaration of Conditions, Covenants, Easements and Restrictions for Estates at Aloma Woods Homeowners Association, Inc. recorded in Official Records Book 2855 Page 1008 et seq and as supplemented, in the public records of Seminole County, Florida, which was duly and properly adopted pursuant to Article X Section F by the written approval of sixty six and two-thirds percent (66 2/3%) of all Lot Owners entitled to vote.

EXECUTED in Seminole County, Florida, on this the 12 day of June, 2016

WITNESSES:

Jill M. Gordon  
Signature of Witness  
Jill M. Gordon  
Print Name

Gary Gardner  
Signature of Witness  
GARY GARDNER  
Print Name

ESTATES AT ALOMA WOODS  
HOMEOWNERS ASSOCIATION, INC.

By: Steve Gordon  
Print Name: Steve Gordon  
EAW HOA President  
Address: c/o JC FULLER, PA  
1700 N Maitland Avenue  
Maitland FL 32751

Attest: Linda S Miller  
Print Name: Linda Miller  
EAW HOA Secretary  
Address: c/o JC FULLER, PA  
1700 N Maitland Avenue  
Maitland FL 32751

STATE OF FLORIDA  
COUNTY OF Seminole

THE FOREGOING INSTRUMENT was acknowledged before me this 12<sup>th</sup> day of June, 2016 by STEVE GORDON who  is personally known to me to be the President of **ESTATES AT ALOMA WOODS HOMEOWNERS ASSOCIATION, INC.**, or  has produced N/A as identification. He acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said corporation.

12<sup>th</sup> WITNESS my hand and official seal in the County and State last aforesaid on this day of June, 2016



CHRISTINE LOMAS  
MY COMMISSION # FF 985749  
EXPIRES: August 23, 2020  
Bonded Thru Budget Notary Services

Christine Lomas

Notary Public - State of Florida  
Print Name: Christine Lomas  
Commission No.: FF 985749  
My Commission Expires: 8/23/20

STATE OF FLORIDA  
COUNTY OF Seminole

THE FOREGOING INSTRUMENT was acknowledged before me this 12<sup>th</sup> day of June, 2016 by Linda Miller who  is personally known to me to be the Secretary of **ESTATES AT ALOMA WOODS HOMEOWNERS ASSOCIATION, INC.**, or  has produced N/A as identification. He/She acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said corporation.

12<sup>th</sup> WITNESS my hand and official seal in the County and State last aforesaid on this day of June, 2016



CHRISTINE LOMAS  
MY COMMISSION # FF 985749  
EXPIRES: August 23, 2020  
Bonded Thru Budget Notary Services



CHRISTINE LOMAS  
MY COMMISSION # FF 985749  
EXPIRES: August 23, 2020  
Bonded Thru Budget Notary Services

Christine Lomas

Notary Public - State of Florida  
Print Name: Christine Lomas  
Commission No.: FF 985749  
My Commission Expires: 8/23/20

## EXHIBIT "A"

THIS DECLARATION is made the 11th day of November, 1994 by CFG REAL ESTATE GROUP, INC., a Florida corporation, whose address is 708 Tumbull Avenue, Suite 303, Altamonte Springs, Florida 32701, which declares hereby that the "Property" described in Article 1 of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. **This is a Mandatory Homeowners Association as is defined by Chapter 720 of the Florida Statutes. Unless specifically stated otherwise herein, these restrictions are subject to Chapter 720 and any other applicable Florida law as may be amended from time to time, and shall be subject to any other applicable Chapter or law which pertains to Mandatory Homeowners Associations. Should these restrictions conflict with Florida law, the more restrictive covenant or rule of law shall control.**

### ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section J. ~~Subordination of the Lien~~ **Rights And Duties Of Buyers Of Foreclosed Properties or Properties that are delinquent in any sum due to the Association:**

**This Section is retroactively applied.** ~~The lien of the assessments provided for in this Article shall be subordinate to tax liens, and to the lien of any first mortgage which is now or hereafter placed upon any property subject to Assessment; provided, however that any such mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any lot by reason of the provisions of this Section shall be deemed to be an Assessment divided equally among payable by and a lien against all Lots subject to Assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.~~ **The sale or transfer of any lot to any Third Party Buyer (who does not own the mortgage at the time of the foreclosure lawsuit) pursuant to a mortgage foreclosure lawsuit or any proceeding or deed in lieu thereof shall be jointly and severally liable with the previous owner/s for all past due sums owed to the Association including and not limited to all past due assessments, interest, collection costs, fines, and attorneys fees of any nature without exception. The sale or transfer of any lot to the holder of any mortgage (first, second or other) shall not extinguish any past due sums owed to the Association including and not limited to all past due assessments, interest, collection costs, fines, and attorneys fees of any nature without exception. The owner/holder of a first mortgage or the assignee shall be jointly and severally liable with the former owner for all past due sums owed to the Association including and not limited to all past due assessments, interest, collection costs, fines, and attorneys fees of any nature without exception. The holder of any mortgage shall be entitled to obtain account information for any property secured by the mortgage, without written**

authorization from the owner/s, and shall be entitled to maintain a current balance with the association should the owner fail to do so.

This provision constitutes the Members' written authorization for the release of information by the Association or its agents to the holder of any mortgage on the respective Lot for Fair Debt Collection Practices Act purposes. This does not entitle any mortgage holder to become a member of the association or vote on any issue. The Board of Directors reserves the exclusive right but not the duty to negotiate past due balances with holders of mortgages and Third Party Buyers. All subsequent owners of Lots regardless of how title was transferred (warranty deed, deed in lieu of foreclosure, quit claim deed or Certificate of Title or dissolution of marriage) including title transfer between spouses are jointly and severally liable with previous owners for all past due sums owed to the Association including and not limited to all past due assessments, interest, collection costs, fines, and attorneys fees of any nature without exception. All sums must be paid in full to the Association within thirty (30) days of the title transfer. This section expressly supersedes and overrides any current or future conflicting law set forth in Chapter 720 of the Florida Statutes or any other law that would limit the Association's ability to collect past due sums of any nature from subsequent owners.

[Deletions indicated by ~~strike-out~~, additions indicated by **bold underline**.]

MARYANNE MORSE, SEMINOLE COUNTY  
CLERK OF COURT & COMPTROLLER  
PO BOX 8099  
SANFORD, FL 32772  
407-665-4405  
WWW.SEMINOLECLERK.ORG  
REF:

DATE:6/21/2016  
TIME:9:28:34 AM  
RECEIPT: 1508358

JC FULLER P A  
ACCOUNT #: 0

ITEM - 01 REST  
RECD: 6/21/2016 9:29:10 AM  
FILE: 2016063878 BK/PG 0 8711/1277  
FIRST PARTY  
RE RESTRICTIONS  
Recording Fees 35.50 35.50  
Subtotal 35.50

TOTAL DUE	\$35.50
PAID TOTAL	\$35.50
PAID CHECK	\$35.50
Check #2061:	35.50

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REC BY: hdevore  
Have a Nice Day

JC FULLER PA  
1700 N Maitland Avenue  
Maitland FL 32751

ORLANDO  
FL 328  
27 JUN '16  
PM 6 L



JC FULLER PA  
1700 N MAITLAND AVENUE  
MAITLAND FL 32751

Received  
JUN 29 2016  
JC FULLER PA

32751-332100

