

PREPARED BY AND RETURN TO:

Karen Wonsetler, Esq.
Wonsetler & Webner, P.A.
860 N. Orange Ave. Suite 135
Orlando, FL 32801

**Cross Reference:
Volusia County, FL
ORB Book 5993 Page 3691**

**AMENDMENT TO CONDOMINIUM DECLARATION FOR HARBOURSIDE
SUNSETS CONDOMINIUM ASSOCIATION, INC.)**

THIS AMENDMENT TO CONDOMINIUM DECLARATION FOR THE HARBOURSIDE SUNSETS CONDOMINIUM ASSOCIATION, INC., (the "**Association**") is made this 5TH day of June, 2020, by the Association a Florida not-for-profit corporation.

RECITALS

WHEREAS, by virtue of Declaration of Condominium for the Association, recorded in **O.R. Book 5993, Page 3691**, as may have been amended or supplemented from time to time, thereafter, collectively referred to as the "**Declaration.**"

WHEREAS, unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings and definitions set forth in the Declaration; and

WHEREAS, the Declaration by its express terms may amended by Membership vote and joined by Board of Directors action from time to time; and

WHEREAS, the Membership voted by the required affirmative vote at a Membership Meeting in favor of the Board of Directors executing and recording this Amendment, and Association's Membership voted that it is desirous of establishing individual Unit water and sewer meters in lieu of one master meter, and with individual Unit's therefore having the financial obligation directly related to that Unit's consumption and use.

NOW THEREFORE, for and in consideration of these premises, the mutual covenants contained in this Amendment, the Association adopts into its Declaration as an Amendment as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Amendment.** Attached and incorporated hereto is **Exhibit "A"** is the adopted Amendment to the Declaration.

3. No Further Amendment/Binding Effect. Except as hereby amended and modified, the Declaration, Articles and By-Laws shall remain in full force and effect. The Declaration, Articles and By-Laws, as amended by this Amendment shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Association or any part thereof, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned, being the duly authorized Association agent, has hereunto set his hand and seal this 8 day of JUNE, 2020.

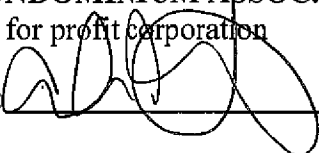
WITNESSES:

“ASSOCIATION”

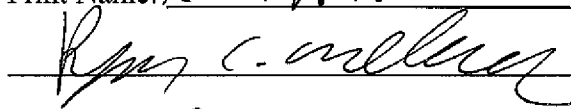
**HARBOURSIDE SUNSETS
CONDOMINIUM ASSOC. INC.,** a Florida
not for profit corporation



Print Name: Karen Wonschler

By: 

Name: Carlos Gregory



Title: President

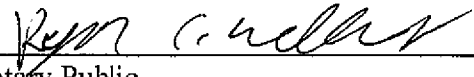
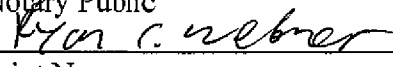
Print Name: RYAN WEBNER

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 8 day of JUNE, 2020, by Carlos Gregory, as President of the Association. He [is personally known to me] [has produced Pers. Knowh as identification].

(NOTARY SEAL)


Notary Public

Print Name



Ryan Webner
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG171287
Expires 12/27/2021

My Commission Expires: 12-27-2021

EXHIBIT "A"

Note: ~~Strikethrough~~ indicates DELETED language and Underscore indicates newly ADDED language.

Article III Units; Appurtenances; Limited Common Elements; Possession and Enjoyment

K. Notwithstanding any language to the contrary, a water and sewer sub-meter that services only one Unit shall be considered either part of the Unit if physically located within the boundaries of the Unit, or shall be considered a Limited Common Element to that Unit if located outside of the Unit's boundaries.

Article V Common Elements

G. The definition of the Common Element expressly excludes individual a Unit's sub-water and sewer meter from the common elements and deems sub-meters that serve only one Unit either part of the Unit or a Limited Common Element as set forth in Article III (K), irrespective of location within or outside of the Unit. The master common water meter shall remain a Common Element, and including its pipes, up to but not including that point of connection which attaches to pipes that run to and serve the Units water and sewer sub-meter, which constitute a part of the Unit or a Limited Common Element, depending upon location.

VI Condominium Property and Identification of Units

C. Notwithstanding any indication to the contrary in this Article VI, the definition of Unit includes as either part of the Unit or as a Limited Common Element to that Unit as set forth in Article III (K) that point of connection which attaches off of the Common Element water or sewer pipes and which run to and serve an individual Unit's water and sewer sub-meter.

XII Common Expense

B. All costs of water, gas, trash and garbage collection and sewage service for the Condominium which relate to the master meter serving Common Element or multiple units. Common expenses do not include any costs related to use of water or sewer as attributed to a Unit's individual water and sewer sub-meter. Those costs and fees for an individual Unit's water and sewer are a benefitting Special Assessment attributed to that individual Unit, non-payment of which shall be collectible in the same manner, including via lien rights and lien foreclosure, as unpaid regular Assessments. Owners shall be responsible for the payment of all costs, fees, charges or the like related to the Unit's water and sewer sub-meter. The Board of Directors in its sole discretion shall have the authority to determine if a charge, cost or fee related to the water and sewer sub-meter constitutes a benefitting Special Assessment attributed to the Unit Owner or if it is a Common Expense.