

Prepared by and return to:
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**SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
BRITTANY'S PLACE, A CONDOMINIUM**

THIS AMENDMENT to the Declaration of Condominium for Brittany's Place, a Condominium, is made by Brittany's Place RB-JC, LLC, a Florida Limited Liability Company, (the "Developer") and fee simple title holder of the lands submitted to the provisions of said Declaration and the lands affected by this Amendment.

WITNESSETH:

WHEREAS, Developer executed this Declaration of Condominium for Brittany's Place, a Condominium (the "Condominium") which was filed for record July 14, 2006, in Official Records Book 15244, Page 273-502, and subsequent pages, of the Public Records of Pinellas County, Florida (the "Declaration"); and

WHEREAS, in accordance with the provisions of the Condominium Act and the rights conferred unto the Developer pursuant to the Declaration, Developer desires to amend the Declaration in order to change certain provisions as shown below.

NOW THEREFORE, in consideration of the premises, Developer hereby amends the Declaration as follows:

1.) Declaration of Condominium, Section XVII, Paragraph H will be amended as follows:

H. Lien for Assessment: A unit owner, regardless of how his title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.

~~The liability of a first mortgagee or it's successor and or assigns who acquires title to the unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:~~

~~1. The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six months immediately preceding the~~

~~acquisition of title and for which payment in full has not been received by the association;
or~~

~~2. One percent (1%) of the original mortgage debt. However the provisions of this paragraph shall not apply unless the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date of the complaint is filed, the association was dissolved or did not maintain an office or agent for services of process at the location which was known or reasonably discoverable by the mortgagee.~~

To the extent permitted by law, any lien of the owner's association for common expense charges and assessments becoming payable on or after the date of recordation of the first mortgage, shall be subordinate to the first mortgage on the unit.

Such a lien for common expense charges and assessments shall not be affected by any sale or transfer of a unit, except that a sale or transfer of a unit pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for common expense charges and assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit from liability for, nor the unit so sold or transferred from the lien of, any common expense charges thereafter becoming due.

IN WITNESS WHEREOF, Brittany's Place RB-JC, LLC, a Florida Limited Liability Company, has caused the foregoing amendment to be signed in its name by its duly authorized officer and the corporate seal to be affixed this 26 day of October, 2006.

In the presence of:

Damaris Pereira
Damaris Pereira
Lisbet Campo
Lisbet Campo

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Brittany's Place RB-JC, LLC, a Florida Limited Liability Company

By its Manager Member, JS-II Management, Inc.

Jonny Santana
By: Jonny Santana, President

The foregoing instrument was acknowledged before me, by Jonny Santana as President JS-II Management, Inc., a Florida Corporation, Manager Member of Brittany's Place RB-JC, LLC, a Florida Limited Liability Company, on this 26 day of October, 2006, who is personally known to me or who has produced Driver's License as identification and who did(did not) take an oath.

Damaris Pereira
Name of Notary: _____

