

This instrument prepared by:
(and to be returned to):
Irvin W. Nachman, Esquire
4441 Stirling Road
Ft. Lauderdale, Florida 33314

Certificate of Amendment
to the
La Costa
Declaration of Restrictions

The La Costa Declaration of Restrictions was duly recorded in the Official Records Book, at such pages of the Public Records of Broward County, Florida, as indicated below:

OFFICIAL RECORDS COMMENCING
BOOK AT PAGE:
17948 700

Pursuant to the provisions of Article 21 of the Declaration, amendments to the Declaration were made, approved and ratified by the requisite vote of the homeowners of the association at the Meeting of the Members held on March 4, 2013.

This Certificate and the attached Amendments to the Declaration are being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records, the attached Amendments will become effective.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the Corporation affixed hereto, this 11 day of April, 2013.

WITNESSETH
Andrea T. Granetto
Print: Andrea T. Granetto

LA COSTA ASSOCIATION, INC.
Charles C. Devine, Jr.

Charles C. Devine, Jr., President
c/o Miami Management, Inc.
901 Sabal Palm Dr.
Pembroke Pines, Florida 33027

Mary Lee
Print: Mary Lee

ATTEST *Jahny Abello* (SEAL)
Jahny Abello, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of April, 2013 by Charles C. Devine, Jr., the President and Jahny Abello, the Secretary of La Costa Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. They are each personally known to me or provided _____ as identification.

Andrea T. Granetto
Notary Public, State of Florida



**AMENDMENTS TO THE LA COSTA
DECLARATION OF RESTRICTIONS**

Underlined Text denotes Additions

~~Struck-Through~~ Text denotes Deletions

7. LIEN IN FAVOR OF ASSOCIATION. The ASSOCIATION shall have a lien on each LOT in the SUBDIVISION for any unpaid assessment made by the ASSOCIATION to perform the several services and obligations conferred upon it hereunder or to maintain the community standards described in Article 5(k) or any other obligation, including, but not limited to, Paragraph 5(a), (b), (c), (d), (e), (f), (g), (i) or (j). ~~Said lien shall also secure reasonable attorney fees and costs incurred by the ASSOCIATION incident to the collection of said unpaid assessment or enforcement of such lien (including appeals).~~ Such lien shall be effective from ~~and after the time of recording~~ recorded in the Public Records of Broward County, Florida, in the form of a claim of lien stating the description of the LOT, the name of the record owner, and the amount due and date when due; ~~;~~ shall relate back to the recording of the original La Costa Declaration of Restrictions in the Public Records; and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of eighteen percent (18%) per annum from date of recording until paid. ~~Except for interest, such claims of lien shall include only the unpaid assessments which are due and payable to the ASSOCIATION when the claim of lien is recorded.~~ The claim of lien secures all unpaid assessments that are due and that may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, as well as interest, late charges, and reasonable costs and attorney's fees incurred by the ASSOCIATION. Upon full payment, the LOT OWNER shall be entitled to a recordable satisfaction of lien. ~~All such liens shall be subordinate to the lien of a mortgage or other lien of an INSTITUTIONAL LENDER recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior INSTITUTIONAL LENDER'S mortgage or lien shall accept and record a deed of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release the ASSOCIATION'S subordinate claim of lien.~~ Such liens may be foreclosed by suit brought in the name of the ASSOCIATION in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the LOT OWNER shall be required to pay a reasonable rental for the LOT, and the ASSOCIATION shall be entitled to the appointment of a receiver to collect the same.

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7. (a). SUBORDINATION OF THE ASSOCIATION LIEN TO MORTGAGES. For all mortgages of record prior to the adoption and recording of this amendment to the Declaration, the lien of the ASSOCIATION for assessments or other monies shall be subordinate and inferior to the lien of any mortgage recorded prior to the recording of a claim of lien by the ASSOCIATION. The sale or transfer of any property by the foreclosure of a mortgage or by deed in lieu thereof, shall extinguish the lien of the ASSOCIATION as to any assessment, interest, expenses or other moneys owed to the ASSOCIATION which became due prior to such sale or transfer, unless a claim of lien for same was recorded prior to the recording of the mortgage, and neither the mortgagee, nor any purchaser at a foreclosure sale, nor their grantees or successors, shall be responsible for said payments, but they shall be liable for any assessments due after such sale or transfer. If the ASSOCIATION's lien or its rights to any lien for any such assessments, interest, expenses or other moneys owed to the ASSOCIATION by any LOT OWNER is extinguished as aforesaid, such sums shall thereafter be COMMON EXPENSES, collectible from all LOT OWNERS including such acquirer, and its successors and assigns.

In accordance with Florida Statute 720.3085 (as the same may be amended from time to time), and with regard to any mortgages recorded after the adoption and recording of this amendment to the Declaration, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

I. The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the ASSOCIATION; or

II. One percent of the original mortgage debt.

The limitations on first mortgagee liability provided above apply only if the the first mortgagee filed suit against the LOT OWNER and initially joined the ASSOCIATION as a defendant in the mortgagee foreclosure action. Furthermore, the limitation on first mortgagee liability provided above shall not apply to a guarantor of the first mortgagee, unless such guarantor accepts an assignment of the first mortgage before the issuance of title.

As to any other moneys due the ASSOCIATION from the previous LOT OWNER (except fines), the acquirer of title to a parcel by foreclosure or by deed in lieu of foreclosure is jointly and severally liable with the previous LOT OWNER. This liability is without prejudice to any right the acquirer of title may have to recover any amounts paid to the ASSOCIATION from the previous LOT OWNER.

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~~23. AMENDMENT REQUIRES MORTGAGEES' CONSENT. These Restrictions may not be amended by the ASSOCIATION in any manner which prejudices INSTITUTIONAL LENDERS without the consent of all of the prejudiced INSTITUTIONAL LENDERS holding purchase money first mortgages upon LOTS in the SUBDIVISION. Provided, however, if the then current standards of FNMA (or its then current successor or equivalent agency) shall promulgate standards which require consents to amendments by less than all of the INSTITUTIONAL LENDERS, then only such lesser percentage of consents of INSTITUTIONAL LENDERS shall be required. Amendments by DEVELOPER shall require the consent of mortgagees that are holding mortgages given to them by DEVELOPER.~~

~~24. COVENANTS IN FAVOR OF INSTITUTIONAL LENDER. In order to induce INSTITUTIONAL LENDERS, as herein defined, to make individual mortgage loans on LOTS in the SUBDIVISION, the ASSOCIATION'S right to impress a lien upon a LOT (as provided in Paragraph 7 above) the title to which has been acquired by an INSTITUTIONAL LENDER as a result of foreclosure or deed in lieu of foreclosure shall be abated so long as said INSTITUTIONAL LENDER retains said title, and likewise, during the time an INSTITUTIONAL LENDER retains said title the ASSOCIATION shall be under no obligation to perform any of the duties or obligations required of it as provided in Paragraphs 5(a), (b) and (c) above; however, said INSTITUTIONAL LENDER may elect to require the ASSOCIATION to perform said duties by agreeing to pay its prorata share of the cost of same for the period that it retains title. Upon disposal in any manner of a LOT acquired by an INSTITUTIONAL LENDER by foreclosure or deed in lieu of foreclosures, or when such LOT is under lease, the ASSOCIATION'S right to make assessments against such LOT and its right to impress a lien thereon shall be fully restored (except that unless an INSTITUTIONAL LENDER shall agree to pay a prorata share, no such assessment or lien shall be for the purpose of defraying the cost of any work or services undertaken by the ASSOCIATION during the period of time prior to or during the time title to said LOT was held by an INSTITUTIONAL LENDER), and the ASSOCIATION'S duties and obligations with respect to said LOT shall be restored.~~

Passed 3/4/13
LaCosta.sam



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 3 day of MAY, 2013
County Administrator.
By Donna Duran
Deputy Clerk