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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 Declaration of Covenants and Restrictions
of
San Paolo at Grand Palms

The Declaration of Covenants and Restrictions of San Paolo at Grand Palms 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:
26102 742

Pursuant to the provisions of Article 10 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 August 29, 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 22 day of November, 2013.

WITNESSETH:
Andrea J. Giannetto
Print: Andrea J. Giannetto
William J. ...
Print: William J. ...

SAN PAOLO AT GRAND PALMS
ASSOCIATION, INC.

By: *John Little*
John Little, President
.465 SW 157 Ave.
Pembroke Pines, Florida 33027

ATTEST: *Paul Katilas*
Paul Katilas, Secretary



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of November, 2013 by John Little, the President and Paul Katilas, the Secretary of San Paolo at Grand Palms 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 J. Giannetto
Notary Public, State of Florida



(4)

**AMENDMENTS TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SAN PAOLO AT GRAND PALMS**

Underlined Text denotes Additions

~~Struck-Through~~ Text denotes Deletions

Section 8.1.3. Lien for ASSESSMENTS. The ASSOCIATION has a lien on each LOT for unpaid ASSESSMENTS owed to the ASSOCIATION by the OWNER of such LOT, and for late fees and interest, and for reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien whether or not incurred in connection with legal proceedings, and all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION's lien. The lien ~~is effective from and after recording a claim of lien shall be recorded~~ in the public records in the county in which the LOT is located, stating the description of the LOT, the name of the record OWNER, and the amount due as of the recording of the claim of lien; and shall relate back to the recording of the original Declaration of Covenants and Restrictions of San Paolo at Grand Palms. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all ASSESSMENTS or other moneys owed to the ASSOCIATION by the OWNER until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien in recordable form.

Section 8.1.6. Subordination of Lien. ~~Where any person obtains title to a LOT pursuant to the foreclosure of a first mortgage of record, or where the holder of a first mortgage accepts a deed to a LOT in lieu of foreclosure of the the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall not be liable for any ASSESSMENTS or for other moneys owed to the ASSOCIATION which are chargeable to the former OWNER of the LOT and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof; unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid ASSESSMENTS or other moneys are COMMON EXPENSES collectable from all of the OWNERS, including such acquirer and his successors and assigns. The new OWNER, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the OWNER's LOT. Any person who acquires a LOT, except through foreclosure of a first mortgage of record or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other moneys due and owing from the former OWNER to the ASSOCIATION, and shall not be entitled to occupancy of the UNIT or enjoyment of the COMMON AREAS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other moneys have been paid in full.~~

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, collectable 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.

SanPaolo.sam



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 27 day of November, 2013
By [Signature]
Deputy Clerk