

**CERTIFICATE OF AMENDMENT/ADDITION TO THE DECLARATION OF  
COVENANTS, RESTRICTIONS, AND EASMENTS FOR THE ENCLAVE AT  
SILVERLAKES HOMEOWNERS ASSOCIATION, INC., INC.**

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THIS CERTIFICATE OF AMENDMENT is executed this 28<sup>th</sup> day of July, 2014, by THE ENCLAVE AT SILVERLAKES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as ("Association")).

WHEREAS the Association has been established for the operation of the Enclave, in accordance with the Declaration of Covenants, Conditions, and Restrictions and related documents which were recorded in Official Records Book 20018, Page 842 of the Public Records of Broward County, Florida, and as subsequently amended (the "Declaration"); and

WHEREAS at a duly noticed Special Meeting of the Members and the Board of Directors held on the Seventh day of July 29, 2014 (the "Special Meeting") at which a quorum of the owners were present and in person and by proxy and a quorum of Directors were present in person, amendments to Article VI Section 10(d), Article VI, Section 12 and Article X, Section 1(b) of the Declaration were submitted to the owners and Directors for their consideration and vote; and

WHEREAS, in accordance with the Declaration the proposed amendments to Article VI Section 10(d), Article VI, Section 12 and Article X, Section 1(b), of the Declaration were approved.

NOW, THEREFORE, the Association does hereby state the following:

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

2015-06683

2. Deletions are indicated by ~~strikeout~~, additions by underlining.
3. Article VI Section 10(d) of the Declaration is hereby amended as follows:

~~d) Status of Transferees. A No person or entity that acquired title to a Lot as a result of a foreclosure of an Institutional Mortgage and no bona fide Institutional Mortgagee of record that accepts a deed to a Lot in lieu of foreclosing an Institutional Mortgage of record shall be liable for the share of periodic or other assessments pertaining to that Lot chargeable to the former Owner thereof which became due prior to its acquisition of title in accordance with Chapter 720 of the Florida Statutes, as amended from time to time, unless such share is secured by a claim of lien for periodic or other assessments recorded prior to the recording of the mortgage in question. Any such shares of assessments for which the new Owner is not liable shall be collectible by periodic or special assessments from all the Owners, including the new Owner of the Lot in question. Except as expressly provided hereinabove, every grantee in a voluntary conveyance of a Lot shall be jointly and severally liable for all unpaid periodic or other assessments against the grantor for his share of the Assessments up to the time of the conveyance. A parcel owner, regardless of the manner in which title is obtained, including, but not limited to, a purchaser at a judicial sale, is jointly and severally liable with the previous parcel owner for all unpaid assessments, fines, attorneys' fees, costs, and other sums that came due up to the time of the transfer of title to the extent permitted by Chapter 720 of the Florida Statutes, as it may be amended or numbered from time to time. Anything contained herein to the contrary notwithstanding, each and every Owner, including purchasers at a judicial sale, shall be liable for all periodic or other assessments coming due while he is the Owner of a Lot regardless of how his title was acquired.~~

4. Article VI, Section 12 of the Declaration is hereby amended as follows:

~~Section 12. — SUBORDINATION. The lien on each Lot provided for this Article shall be subordinate to the lien of any Institutional Mortgage on that Lot made in good faith and for value and recorded before a claim of lien is filed under this Article with respect to that Lot.~~

5. Article X, Section 1(b) of the Declaration is hereby amended as follows:

**(b) Each Institutional Mortgagee pursuant to an Institutional Mortgage encumbering any Dwelling Unit which obtains title to such Dwelling Unit pursuant to the remedies provided in such mortgage by foreclosure of such mortgage or by deed in lieu of foreclosure shall**

**take title to the Dwelling Unit free and clear of any claims of unpaid assessments or charges against such Dwelling Unit which accrued prior to the acquisition of title to such Dwelling Unit by the Institutional Mortgagee, and be liable for assessments to the full extent provided by the provisions of Chapter 720 of the Florida Statutes, as amended from time to time.**

6. All other section of the Declaration remain unchanged.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this

4 day of JUNE, 2015

Witness

By: [Signature]  
Print: Bled Burke

THE ENCLAVE AT  
SILVERLAKES HOMEOWNERS  
ASSOCIATION, INC.

By: [Signature]  
Print: KATHRYN McCOMMON

By: [Signature]  
Print: Howard Rosen  
Title: President

By: [Signature]  
Print: Kathleen T Butler

By: [Signature]  
Print: MARK ZAHER  
Title: Secretary

By: [Signature]  
Print: Robert Moss

STATE OF FLORIDA     )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 4 day of June, 2015 by Howard Rosen as President and by Mark Zaher as Secretary, respectively of The Enclave at Silverlakes Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me/have produced \_\_\_\_\_ as identification and did not take an oath

[Signature]  
Signature of Notary

My Commission Expires: 7/6/18



ANA M REYES  
MY COMMISSION # FF 139053  
EXPIRES: July 6, 2018  
Bonded Thru Budget Notary Services