

**CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION  
OF COVENANTS AND RESTRICTONS  
FOR  
ST. LUCIE GARDENS**

The Declaration of Covenants and Restrictions for St. Lucie Gardens has been recorded in the public records of St. Lucie County, Florida at Official Records Book 764, Page 1184, et. Seq. and amended at Official Records Book 1122, Page 543, et. Seq. The same Declaration of Covenants and Restrictions for St. Lucie Gardens is hereby amended as approved by the Membership by vote sufficient for approval at the Members' Meeting held on July 12, 2010.

1. Section 6.9 is amended to read as follows:

6.9 Liability of Institutional Mortgagees. In the event that the holder of an institutional First Mortgage obtains title to any property subject to assessment by the Association, as a result of foreclosure of the first mortgage, or as a result of a deed or other arrangement in lieu of foreclosure of the first mortgage, the Institutional Mortgagee, its successors and assigns, shall not be liable for assessments pertaining to such property applicable to the time prior to acquisition of title as a result of the foreclosure or deed or other arrangements in lieu of foreclosure, unless such assessment is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. The Lien of the Association shall be subordinate to the lien of any institutional mortgage unless the lien of the Association is recorded prior to the mortgage. Such unpaid assessments shall be deemed to be common assessments, collectible from all members of the Association, including such acquirer, his successors and assigns. The Institutional First Mortgagee, however, shall not be excused from the payment of assessments coming due during the period of its ownership of the property, whether or not such property is occupied, nor shall the property be relieved from the lien of such assessment. Nothing herein shall impair the right of the Association, as a subordinate lien holder, to received proceeds pursuant to judgment for foreclosure and sale in an action brought by an institutional mortgagee, pursuant to Title 14 MRSA, Chapter 713.

Notwithstanding anything contained herein to the contrary, an Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments and other charges which come due while owning the Living Unit. Additionally, an Owner is jointly and severally liable with the previous Owner for all unpaid Assessments and other charges that came due up to the time of the 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 person acquiring title shall pay the amount owed to the Association at closing, and if not, then within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Living Unit and proceed in the same manner as provided herein and in Chapter 720 Florida Statutes, as amended from time to time, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any common areas or other Association property or by the abandonment of the Living Unit for for which the Assessments are made. Sale or transfer of any Living Unit shall not affect the assessment lien or relieve such Living Unit from the lien for any subsequent assessments, except as specifically provided below. A First Mortgagee as herein defined, acquiring title to a Living Unit as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, is liable for Assessments or other charges imposed by the Association pertaining to such Living Unit which became due prior to acquisition of title as a result of foreclosure or the acceptance of such deed; provided, however, the First Mortgagee's liability is limited to the maximum amount set forth in Section 720.3085 (2008), Florida Statutes, as same may be amended from time to time. A First Mortgagee acquiring title to a Living Unit as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such Living Unit, whether or not such Living Unit is unoccupied, be excused from the payment of Assessments or other charges coming due during the period of such ownership. The limitations of First Mortgagee liability provided by this paragraph apply only if the First Mortgagee filed suit against the parcel owner and initially joined the association as a defendant in the mortgage foreclosure action. If any unpaid Assessments or other charges are extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, or for any other reason, the unpaid share of Assessments or other charges are Common Expenses collectible from all of the Owners, including such acquirer, and such acquirer's successors and assigns. For purposes of this provision, "First Mortgagee" shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, Federal National Mortgage Association, insurance company, union pension fund, mortgage company or an agency of the United States Government, which holds a first mortgage of public record on any Living Unit.

(The balance of Section 6 remains unchanged)

2. The foregoing amendment to the Declaration of Covenants and Restrictions for St. Lucie Gardens was adopted by the membership by a vote sufficient for approval at the Members' Meeting on July 12, 2010.
3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.
4. All provisions of the Declaration of Covenants and Restrictions for St. Lucie Gardens are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 29 day of July 2010.

WITNESSES AS TO PRESIDENT:

ST. LUCIE GARDENS HOMEOWNERS ASSOCIATION, INC.


Lori A. DeSalvo  
Printed Name: Lori A. DeSalvo

By: Barbara A. Jacobs, President

Wendy L. Ciacci  
Printed Name: Wendy L. Ciacci

STATE OF FLORIDA  
COUNTY OF St Lucie

The foregoing instrument was acknowledge before me on JULY 29, 2010, by Barbara A. Jacobs, as President of St. Lucie Gardens Homeowners Association, Inc. [ ] who is personally known to me, or [  ] who has produced identification [Type of Identification: FLORIDA DRIVERS LICENSE].

 Lori A. DeSalvo  
Notary Public - State of Florida  
My Commission Expires  
Oct. 3, 2013  
Commission # DD 925803

Lori A. DeSalvo  
Notary Public

WITNESSES AS TO SECRETARY:

ST. LUCIE GARDENS HOMEOWNERS ASSOCIATION, INC.


Lori A. DeSalvo  
Printed Name: Lori A. DeSalvo

By: Rosemarie Starstrom, Secretary

Wendy L. Ciacci  
Printed Name: Wendy L. Ciacci

STATE OF FLORIDA  
COUNTY OF St Lucie

The foregoing instrument was acknowledge before me on JULY 29, 2010, by ROSEMARIE STARSTROM as Secretary of St. Lucie Gardens Homeowners Association, Inc. [ ] who is personally known to me, or [  ] who has produced identification [Type of Identification: Florida Drivers License].

 Lori A. DeSalvo  
Notary Public - State of Florida  
My Commission Expires  
Oct. 3, 2013  
Commission # DD 925803

Lori A. DeSalvo  
Notary Public

CORPORATE SEAL