

This instrument was prepared by:  
**KENNETH S. DIREKTOR, ESQ.**  
Becker & Poliakoff, P.A.  
625 North Flagler Drive – 7<sup>th</sup> Floor  
West Palm Beach, FL 33401  
**(W-C 112)**

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
REGENCY ISLAND DUNES, A CONDOMINIUM**

---

WHEREAS, the **Declaration of Condominium for Regency Island Dunes, A Condominium**, has been duly recorded in the Public Records of St. Lucie County, Florida, in Official Record Book **0994** at Page **0870**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Regency Island Dunes Association, Inc.**, a Florida not-for-profit corporation, held **January 15, 2013**, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Condominium are a true and correct copy of the amendments as amended by the membership.

**AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OF  
REGENCY ISLAND DUNES, A CONDOMINIUM**

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~")

13. Monetary Defaults and Collection of ASSESSMENTS and other MONIES.

13.1 Liability for ASSESSMENTS and Other Monies. A UNIT 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 coming due and other monies owed to the ASSOCIATION while he is the UNIT OWNER. Additionally Except as provided in Section 13.4 below, a UNIT OWNER is also jointly and severally liable with the previous owner for all unpaid ASSESSMENTS and other charges that become due up to the time of transfer of title, and for other monies owed to the ASSOCIATION by the prior UNIT OWNER of the UNIT up to the time of the conveyance.

This liability is without prejudice to any right the UNIT OWNER may have to recover from the previous UNIT OWNER the amounts paid by the UNIT OWNER. The person acquiring title shall pay the amount owed to the ASSOCIATION within 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 UNIT and proceed in the same manner as provided in this section and in Chapter 718, Florida Statutes, as the same may be amended from time to time, for the collection of unpaid ASSESSMENTS. The liability for ASSESSMENTS may not be avoided by waiver of the use or enjoyment of any COMMON ELEMENTS or ASSOCIATION PROPERTY or by abandonment of the UNIT for which the ASSESSMENTS are made or otherwise.

~~13.2 Late Fees and Interest. If any ASSESSMENT or other monies owed to the ASSOCIATION are not paid within ten (10) days after the due date, the ASSOCIATION shall have the right to charge the defaulting OWNER an administrative late fee equal to the greater of \$25.00 or 5% of each installment of the amount of the ASSESSMENT or other monies owed, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular ASSESSMENT or other monies owed to the ASSOCIATION, then the ASSESSMENT or other monies shall be due ten (10) days after written demand by the ASSOCIATION. The ASSOCIATION may waive the payment of any or all late fees or interest in the discretion of the ASSOCIATION. Any payment received by the ASSOCIATION shall be applied first to any interest accrued by the ASSOCIATION, then to any late fee, then to any costs and reasonable attorney's fees incurred in the collection, and then to the delinquent ASSESSMENT(S). The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying any payment.~~

### ~~13.3 Lien for ASSESSMENTS and Other Monies Owed to the ASSOCIATION.~~

~~The ASSOCIATION has a lien on each CONDOMINIUM PARCEL to secure the payment of ASSESSMENTS, which lien is provided by Florida Statutes, Section 718.116, and is also hereby established, and the ASSOCIATION has a lien on each CONDOMINIUM PARCEL for any other monies owed to the ASSOCIATION, which lien is hereby established, with interest, late charges, and for costs and attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENTS or other monies, or enforcement of the lien. The lien is effective from and shall relate back to the recording of the DECLARATION. However, as to first mortgages of record, the lien is effective from and after recording a claim of lien in the public records in the county in which the CONDOMINIUM PARCEL is located. To be valid, a claim of lien must state the description of the CONDOMINIUM PARCEL, the name of the record UNIT OWNER, the name and address of the ASSOCIATION, the amount due, and the due dates. It must be executed and acknowledged by an officer or authorized agent of the ASSOCIATION. No such lien shall be effective longer than 1 year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The 1 year period shall automatically be extended for any length of time during which the ASSOCIATION is~~

~~prevented from filing a foreclosure action by automatic stay resulting from a bankruptcy petition filed by the UNIT OWNER or any other person claiming an interest in the UNIT. The claim of lien shall secure all unpaid ASSESSMENTS or other monies owed to the ASSOCIATION which are due upon and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest, late charges, and all reasonable costs and attorneys' fees incurred by the ASSOCIATION incident to the collection process. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien. By recording a notice in substantially the following form, a UNIT OWNER or his agent or attorney may require the ASSOCIATION to enforce a recorded claim of lien against his UNIT:~~

~~NOTICE OF CONTEST OF LIEN~~

~~To: ... Name and Address of Association...~~

~~You are notified that the undersigned contests the claim of lien filed by you on \_\_\_\_\_, 19\_\_\_\_, and recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of \_\_\_\_\_ County, Florida, and at the time within which you may file suit to enforce your lien is limited to 90 days from the date of service of this notice.~~

~~Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.~~

~~Signed:...(Owner or Attorney)~~

~~After service of the above-referenced notice of contest of lien as provided by the CONDOMINIUM ACT, the ASSOCIATION has 90 days in which to file an action to enforce the lien; and, if the option is not filed within the 90 day period, the lien is void. The foregoing 90 day period may be extended as provided in the CONDOMINIUM ACT.~~

~~13.4 Collection and Foreclosure. The ASSOCIATION may bring an action in its name to foreclose its lien for ASSESSMENTS or other monies owed to the ASSOCIATION in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS or other monies without waiving any claim of lien, and the applicable UNIT OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS or other monies, and the filing, enforcement, and/or foreclosure of the ASSOCIATION's lien, including reasonable attorneys' fees, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION's lien. However, no foreclosure judgment may be entered until at least thirty (30) days after the ASSOCIATION gives written notice to the UNIT OWNER of its intention to foreclose its lien to collect the unpaid ASSESSMENTS or other monies, and other sums secured by the claim of lien. If this notice is not given at least thirty (30) days~~

~~before the foreclosure action is filed, and if the unpaid ASSESSMENTS or other monies owed to the ASSOCIATION, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the ASSOCIATION shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the UNIT OWNER or by certified or registered mail, return receipt requested, addressed to the UNIT OWNER at his last known address, and upon such mailing, the notice shall be deemed to have been given and the court shall proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. If, after diligent search and inquiry, the ASSOCIATION cannot find the UNIT OWNER or a mailing address at which the UNIT OWNER will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the UNIT OWNER records a notice of contest of lien as provided by the CONDOMINIUM ACT. The notice requirements of this section shall not apply if an action to foreclose a mortgage on the UNIT is pending before any court, if the ASSOCIATION's rights would be affected by such foreclosure, and if actual, constructive, or substitute service of process has been made on the UNIT OWNER. The BOARD is authorized to settle and compromise any claims the ASSOCIATION may have against a UNIT OWNER if the BOARD deems a settlement or compromise desirable.~~

~~13.5 Rental and Receiver. If a UNIT OWNER remains in possession of his UNIT and the claim of lien of the ASSOCIATION against the UNIT is foreclosed, the court, in its discretion, may require the UNIT OWNER to pay a reasonable rental for the UNIT, and the ASSOCIATION is entitled to the appointment of a receiver to collect the rent.~~

~~13.6 Liability of First Mortgagee for ASSESSMENTS or Other Monies Owed to the ASSOCIATION. A first mortgagee who acquires title to a UNIT by foreclosure or by deed in lieu of foreclosure is liable for the unpaid ASSESSMENTS that become due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a period not exceeding 6 months, but in no event does the first mortgagee's liability exceed 1% of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until 30 days after the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than 6 months of unit's unpaid COMMON EXPENSES or ASSESSMENTS accrued before the acquisition of the title to the UNIT by the mortgagee or 1% of the original mortgage debt, whichever is less.~~

~~Notwithstanding the foregoing, to the extent permitted by law, a first mortgagee or other person who obtains title to a UNIT by foreclosure of a first mortgage, or a first mortgagee who obtains title to a unit by deed in lieu of foreclosure, shall not be liable for the unpaid ASSESSMENTS that became due prior to such acquisition of title, unless the payment of ASSESSMENTS was secured by a claim of lien recorded by the ASSOCIATION prior to the recording of the first mortgage. It is acknowledged that as of the recording of this DECLARATION, the CONDOMINIUM ACT provides that a first mortgagee who acquires~~

~~title to a UNIT by foreclosure or by deed in lieu of foreclosure is liable for the unpaid ASSESSMENTS that became due prior to the mortgagee's receipt of the deed, however, the mortgagee's liability is limited to a period not exceeding six months (which six month period commences thirty days after the date the first mortgagee receives the last payment of principal or interest), or one percent of the original mortgage debt, whichever amount is less. In the event the CONDOMINIUM ACT is amended to reduce or eliminate the liability of a first mortgagee or other person who acquires title to a UNIT by foreclosure or deed in lieu of foreclosure, the first mortgagee or person acquiring title shall receive the benefit of such reduced or eliminated liability.~~

~~13.7 Assignment of Claim and Lien Rights. The ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS, and any other monies owed to the ASSOCIATION, to the DEVELOPER or to any UNIT OWNER or group of UNIT OWNERS or to any third party.~~

~~13.8 Certificate of Unpaid ASSESSMENTS and Other Monies Owed to the ASSOCIATION. Within fifteen (15) days after request by any UNIT OWNER, or any INSTITUTIONAL LENDER holding, insuring, or guaranteeing a mortgage encumbering an UNIT, or any person or entity intending to purchase a UNIT or provide a mortgage loan encumbering a UNIT, the ASSOCIATION shall provide a certificate stating all ASSESSMENTS and other monies owed to the ASSOCIATION by the UNIT OWNER with respect to the CONDOMINIUM PARCEL. Any person other than the UNIT OWNER who relies upon such certificate shall be protected thereby.~~

13.2 Default in Payment of ASSESSMENTS for COMMON EXPENSES. ASSESSMENTS and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the ASSOCIATION shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Condominium Act, as the same may be amended from time to time, on ASSESSMENTS and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in the Condominium Act, as the same may be amended from time to time. The Association has a lien on each CONDOMINIUM PARCEL to secure the payment of ASSESSMENTS. The lien shall have such priority as may be provided in the Condominium Act, as the same may be amended from time to time. All claims of lien must state the description of the CONDOMINIUM PARCEL, the name of the record OWNER, the name and address of the Association, the amount due and the due dates and must be executed and acknowledged by an officer or authorized agent of the ASSOCIATION. The claim of lien shall secure (whether or not stated therein) all unpaid ASSESSMENTS, which are due at the time a claim of lien is recorded, as well as all regular and special ASSESSMENTS which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorney's fees incurred by the ASSOCIATION incident to the collection and

foreclosure process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The ASSOCIATION may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid ASSESSMENTS without waiving any claim of lien. The ASSOCIATION is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the ASSOCIATION, upon default in the payment of ASSESSMENTS as aforesaid, the ASSOCIATION may declare the ASSESSMENT installments for the remainder of the fiscal year in which a claim of lien has been filed to be accelerated, as provided in Section 13.7 below.

13.3 Assignment of Rents. The ASSOCIATION is hereby granted a lien against any rents derived from the UNIT which shall have the same priority as the ASSOCIATION's lien for unpaid ASSESSMENTS against the UNIT. Except to the extent limited by the Condominium Act, as the same may be amended from time to time, the lien on any rentals derived from the UNIT shall be enforceable by the delivery of written notice to the owner and the tenant demanding the payment of the rents, provided, however, that no such demand may be made unless and until the OWNER is delinquent in the payment of any ASSESSMENT or other charge due and payable to the Association by the UNIT OWNER under this DECLARATION.

13.4 Institutional First Mortgagee. An Institutional First Mortgagee acquiring title to a CONDOMINIUM PARCEL 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 parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the COMMON EXPENSES coming due during the period of such ownership. In addition, the Institutional First Mortgagee is liable for the share of COMMON EXPENSES or ASSESSMENTS or other charges imposed by the ASSOCIATION pertaining to such CONDOMINIUM PARCEL which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the Institutional First Mortgagee's liability is limited to the maximum amount set forth in the Condominium Act, as the same may be amended from time to time. If any unpaid share of COMMON EXPENSES or ASSESSMENTS or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of COMMON EXPENSES or ASSESSMENTS are COMMON EXPENSES collectible from all of the UNIT OWNERS, including such acquirer, and such acquirer's successors and assigns.

13.5 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a UNIT OWNER or mortgagee of a UNIT, the Association shall provide a certificate stating whether all ASSESSMENTS and other moneys owed to the ASSOCIATION by the UNIT OWNER with respect to his UNIT have been paid. Any person other than the UNIT OWNER who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of the Certificate.

13.6 Installments. Regular ASSESSMENTS may be collected monthly or quarterly, in advance, at the option of the Board of Directors. Special ASSESSMENTS shall be payable on such terms as may be established by the BOARD.

13.7 Acceleration of ASSESSMENT Installments Upon Default. If a UNIT OWNER shall be in default in the payment of an installment upon an ASSESSMENT, the BOARD may accelerate the remaining installments of the ASSESSMENT upon notice to the UNIT OWNER, and the then unpaid balance of the ASSESSMENT shall be due upon the date stated in the notice.

13.8 Set Off. Any funds due and payable by the ASSOCIATION to a UNIT OWNER under this DECLARATION OF CONDOMINIUM, the ARTICLES OF INCORPORATION or the BY-LAWS, or under the CONDOMINIUM ACT, as the same may be amended from time to time shall be subject to a right of set-off for any amounts due and owing to the ASSOCIATION by the UNIT OWNER under this DECLARATION, the ARTICLES OF INCORPORATION, the BY-LAWS, or the CONDOMINIUM ACT.

13.9 Application of Payments. Any payments made to the ASSOCIATION by any UNIT OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of ASSESSMENTS and other monies owed to the ASSOCIATION by the UNIT OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other monies owed to the ASSOCIATION as provided herein; and next towards any unpaid ASSESSMENTS or other monies owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS or other monies were due.

\* \* \* \* \*

*[Signature page to follow]*

WITNESS my signature hereto this 11 day of February, 201~~2~~<sup>3</sup>, at Jensen Beach, St. Lucie County, Florida.

**REGENCY ISLAND DUNES ASSOCIATION, INC.**

Randy Simmons  
Witness

Randy Simmons  
(PRINT NAME)

Vicki L. Davis  
Witness

VICKI L. DAVIS  
(PRINT NAME)

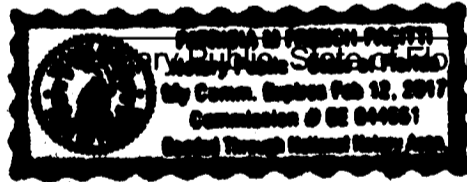
By: Richard Jones  
President

Attest: Charly K. Flewry  
Secretary

STATE OF FLORIDA :  
COUNTY OF ST. LUCIE :

The foregoing instrument was acknowledged before me this 11 day of February, 201~~2~~<sup>3</sup> by Richard Jones and Charly K. Flewry, as Pres. and Secretary, respectively, of **Regency Island Dunes Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath.

Patricia Murch (Signature)



\_\_\_\_\_  
(Print Name)

ACTIVE: 4461472\_1