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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
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✓ THIS INSTRUMENT PREPARED BY
AND RETURN TO:
DAVID G. MULLER, ESQ.
BECKER & POLIAKOFF, P.A.
6230 UNIVERSITY PARKWAY, SUITE 204
SARASOTA, FL 34240



**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COLONY PLACE - TRACT "F"**

The undersigned officers of Colony Place Association, Inc., a not for profit Florida corporation, organized and existing to operate and govern Colony Place - Tract "F", according to the original Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 2101, Page 0974, et seq., as amended, of the Public Records of Sarasota County, Florida, certifies that the following amendment to the Declaration of Covenants, Conditions and Restrictions was adopted by the duly authorized officers of the Association and at least sixty-six percent (66%) of the total votes cast in person or by proxy at a regular meeting, as required by Article IX of the Declaration of Covenants, Conditions and Restrictions and in accordance with applicable law at a duly convened Membership Meeting held on January 31, 2013.

(Additions indicated by underlining, deletions by ~~strike-through~~)

1. Amendment to Section 4.1 of the Declaration of Covenants, Conditions and Restrictions to read as follows:

4.11 Subordination of the Lien to Mortgages and Master Association Lien. The Association's lien for assessments provided for herein shall be subordinate to the lien of (i) any first mortgage recorded prior to the recording of a claim of lien against the portion of the Property encumbered by such mortgage, subject to the exception referenced below, and (ii) any lien filed by the Master Association, at any time prior to foreclosure of the Association's lien, against the same portion of the Property as described in the Association's lien. The sale or transfer of any Lot pursuant to foreclosure of a first mortgage or a lien in favor of the Master Association, or any conveyance in lieu thereof, shall extinguish the Association's lien for assessments as to payments which became due prior to such sale or transfer, subject to the exception referenced below. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any first mortgagee of a Lot and/or the Master Association any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, in the case of a mortgage, that such first mortgagee shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. ~~Any first mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article. The liability of a first mortgagee~~

who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments, and other charges that became due prior to the first mortgagee's acquisition of title is limited to the maximum extent permitted by Florida Statutes, Section 720.3085, as same is amended or renumbered from time to time, but if no such limitation exists, then to the same extent as any other Owner. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee strictly complies with all conditions required by Florida Statutes, Section 720.3085, as same is amended or renumbered from time to time. The Association's lien for assessments and other charges is superior to and has priority over all mortgages, liens and encumbrances, except as provided above.

COLONY PLACE ASSOCIATION, INC.

By: Tim Pierie
Tim Pierie, President

Attest: Frank Goodman
Frank Goodman, Secretary

Kathy Galas
Witness Signature

Kathy Galas
Printed Name

Lisa Simpson
Witness Signature

LISA SIMPSON
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25 day of February 2013 by Tim Pierie, as President and Frank Goodman, as Secretary of COLONY PLACE ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Lisa Simpson
Notary Public LISA SIMPSON
Printed Name _____
State of Florida
My Commission Expires _____

ACTIVE: 4507137_1

