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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
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This instrument was prepared by:
MARK D. FRIEDMAN, ESQ.
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
COVENTRY D CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Coventry D Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **1764** at Page **917**; and

WHEREAS, the **Amended Declaration of Condominium for Coventry D Condominium** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **11019** at Page **756**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Coventry D Condominium Association, Inc.**, a Florida not-for-profit corporation, held **September 1, 2010**, the aforementioned **Amended Declaration of Condominium** was amended pursuant to the provisions of said **Amended Declaration**.

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

**AMENDMENT TO THE
AMENDED DECLARATION OF CONDOMINIUM
FOR
COVENTRY D**

(Additions shown by "underlining",
deletions shown by "strikeout",
unaffected text indicated by "...")

X

ASSESSMENTS

The Association whose name appears at the end of this instrument, through its Board of Directors, may delegate to a Management Firm certain powers of the said Association to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property, and such other sums as are specifically provided for in this Declaration and the By-Laws, and Exhibits attached hereto, for such period of time as provided in the Management Agreement. The portion of the common expenses under the Long-Term Lease shall be fixed and determined by the Lessor, as provided under said Long-Term Lease. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and this Declaration and Exhibits attached thereto.

The common expenses shall be assessed against each Condominium parcel owner, as provided for in Article VI of this Declaration. Assessments and installments that are unpaid for over ten (10) days after due date, shall bear interest at the rate of eighteen percent (18%) per annum from due date until paid; a late charge of \$25.00 shall be due and payable in addition thereto.

The Association and the Management Firm shall have a lien on each Condominium parcel for unpaid assessments, together with interest thereon, against the unit owner of such Condominium parcel, together with a lien on all tangible personal property located within said unit, except that such lien upon aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association and Management Firm incident to the collection of such assessment or the enforcement of such lien, together with all sums advanced and paid by the Association or the Management Firm for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association or Management Firm, in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a unit owner in payment of his obligation under the Long-Term Lease and Management Agreement. The Management Firm and the Board of Directors, may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and comprise the same, if deemed in their best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium parcel, and the Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

~~Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Condominium unit, obtains title to a Condominium parcel as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses or assessment by the Management Firm or the Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure. Provided, however, if a mortgage is recorded on or after April 1, 1992 then a first mortgagee shall be responsible for up to six (6) months of assessments as provided in the Condominium Act. Such unpaid share of common expenses or assessments shall be deemed to be common expenses, collectible from all of the unit owners, including such acquirer, his successors and assigns.~~

A 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 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 First Mortgagee's liability may be limited to the maximum amount set forth in the Act, as 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.

Any person who acquires an interest in a unit, except through foreclosure of an Institutional First Mortgage of record, as specifically provided in the Paragraph immediately preceding, including without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments

CERTIFICATE OF AMENDMENT

due and owing by the former unit owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to any third party.

* * * * *

WITNESS my signature hereto this 23 day of Sept, 2010, at Palm Beach County, Florida.

**COVENTRY D CONDOMINIUM
ASSOCIATION, INC.**

Maria Ugarte
Witness
MARIA UGARTE
(PRINT NAME)

By: [Signature]
Vice President

Frank Esposito
Witness
FRANK ESPOSITO
(PRINT NAME)

Attest [Signature]
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 20th day of September 2010, by Vincent Deusario and Florence Tricka, as Vice President and Secretary, respectively, of Coventry D Condominium 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.

[Signature] (Signature)
Shirley Narzem (Print Name)
Notary Public, State of Florida at Large

ACTIVE: 3096276_1

NOTARY PUBLIC-STATE OF FLORIDA
Shirley Narzem
Commission #DD679067
Expires: JUNE 02, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

9/20/10 sent \$28.20 (#1326)
(Club of Court) attached