



CERTIFICATE OF THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR PALM LAKE

The undersigned, as President of the Palm Lake Homeowners Association, pursuant to Florida Statutes and the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND RESERVATIONS FOR PALM LAKE, recorded in the Official Records Book 4822, pages 1381 *et seq.*, of the Public Records of Orange County, Florida, and as amended from time to time, does hereafter certify that the THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR PALM LAKE, which is attached hereto and by reference made a part hereof, was duly adopted at a meeting of the Homeowners of the Association on the 17th day of November, 2016. Said Amendment was approved by affirmative vote of at least 75% of the Lot Owners. Proper notice of the homeowners' meeting, including the purpose, time, date and location was given pursuant to the governing documents of the Association and the Florida Statutes. All members of the Board of Directors were present at the Homeowners meeting at the time of approval.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 30 day of November, 2016.

Signed, sealed, and delivered in the presence of:

PALM LAKE HOMEOWNERS' ASSOCIATION

[Signature]

(Sign)

[Signature]

Witness signature

Angie H. Sellers

(Print)

DAVID DUFFY

Witness name

President of Palm Lake Homeowners' Association

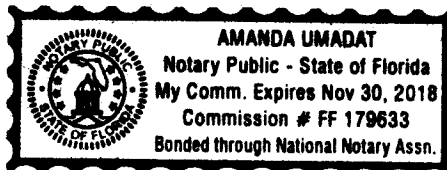
STATE OF FLORIDA, COUNTY OF Orange

The foregoing was acknowledged before me this 30th day of November, 2016, by

Angie Sellers, as President of the Palm Lake Homeowners Association, a not-for-profit corporation, on behalf of the corporation, who is personally known to me or produced [Signature] as identification.

[Signature]

NOTARY PUBLIC



THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR PALM LAKE

The following amendments are made to Article VII, Section 7.15, Article VIII, Sections 8.1, 8.2, and 8.3, of the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR PALM LAKE, recorded in Official Records Book 4822, Page 1381, *et seq.*, of the Public Records of Orange County, Florida, (additions are indicated by underlining, deletions are indicated by ~~strikethrough~~, and omitted but unaltered provisions are indicated by ellipses):

**ARTICLE VII
ASSESSMENTS**

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Section 7.15 Subordination of Assessment Lien. The lien of and for all Assessments provided for in this Declaration shall be and is hereby made junior, inferior and subordinate in all respects to the lien of any bona fide first mortgage held by an Institutional Lender upon a particular Lot. The sale, transfer or conveyance of title to a particular Lot shall not affect the effectiveness, vitality or priority of any Assessment lien or the personal liability of the Owner of such Lot for the payment of any Assessment; ~~provided, however, that the sale, transfer or conveyance of title to a particular Lot pursuant to judicial proceedings in foreclosure of a bona fide first mortgage on such Lot held by an Institutional Lender shall extinguish the lien of such Assessments (but not the personal liability of the Owner of such Lot) as to payments on account thereof which became due and payable prior to such foreclosure sale, transfer or conveyance. However, no such foreclosure sale, transfer or conveyance shall relieve such Lot or the Owner of that Lot from the personal obligation or liability for the payment of any Assessments accruing or becoming due and payable subsequent to such sale, transfer or conveyance from the lien thereof.~~ In the event that a sale, transfer, or conveyance of title to a particular Lot is made pursuant to a judicial proceeding, the first mortgagee shall be liable for unpaid assessments as provided in Section 720.3085(2)(c), Florida Statutes, as amended or replaced from time to time, plus all reasonable attorney's fees and costs incurred by the Association in enforcing its rights under the Declaration. No sale, transfer, or conveyance of title made pursuant to a judicial proceeding shall relieve the Owner of such Lot from the personal obligation or liability for payment of Assessments and related fees, as permitted herein, to the Association.

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**ARTICLE VIII
NON-PAYMENT OF ASSESSMENTS**

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Section 8.1 Delinquency. Any Assessment established, made, levied or imposed by the Association pursuant to and in accordance with this Declaration which is not paid on its due date shall be delinquent. With reasonable promptness after any Assessment becomes delinquent,

the Association shall provide written notice of such delinquency to the Owner of the Lot with respect to which such delinquent Assessment has been made, levied and imposed. If the delinquent Assessment is not paid within ten (10) days following the delivery of such notice of delinquency, the Association, in its discretion, shall be entitled to immediately impose a reasonable late charge or administrative fee associated with the administration of such delinquent Assessment. Additionally, any such unpaid Assessment shall bear interest from the date of delinquency at the highest rate then allowed by the laws of the State of Florida or such lesser rate as shall be determined by the Board of Directors of the Association, in its discretion.

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Section 8.2 Notice of Lien. ~~The Association shall, at any time following the expiration of a period of ten (10) days following the aforesaid delivery of the notice of a delinquency, be entitled to issue written Notice of Intent to Record a Claim of Lien to the Owner as provided in Section 720.3085(4), Florida Statutes, as amended or replaced from time to time, notifying the Owner of the delinquency and demanding payment of past due assessments, as well as any other amounts owed to the Association under its governing documents, including but not limited to attorney's fees, administrative fees, and actual costs associated with the preparation and delivery of the notice. Upon the expiration of the time allotted for payment in Section 720.3085(4), Florida Statutes, as amended or replaced from time to time, the Association shall be entitled to cause a Claim of Lien for such delinquent Assessments to be filed among the Public Records of Orange County, Florida. Any such Claim of Lien shall, among other things, state and identify the legal description of the Lot against or with respect to which the lien is claimed, the name of the record Owner of such Lot as best known to the Association as determined from its records, the name and address of the Association, the amount of the lien claimed assessment amount due, and the due date including interest, late charges, and costs and expenses associated with collection, including attorneys' fees, if any, accrued to the date of the execution of such Claim of Lien. Such Claim of Lien shall be executed by the President, Secretary, Treasurer or other office of the Association thereunto duly authorized by the Association or by the attorney for the Association. Within seven (7) days of the recording the same, a copy of such Claim of Lien shall be sent to the Owner of the Lot against or with respect to which such lien is claimed by either: (a) United States certified or registered mail with return receipt requested and with postage prepaid or (b) hand delivery to the mailbox of the residential dwelling situate on such Lot.~~

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Section 8.3 Foreclosure of Assessment Lien. ~~The Association may bring an action to foreclose a lien for unpaid assessments secured by a lien in the same manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waving any claim of lien. The action to foreclose the lien may not be brought until notice-of-intent-to-foreclose requirements in Section 720.3085(5), Florida Statutes, as amended or replaced from time to time, have been met. shall, at any time subsequent to the filing of the aforesaid Claim of Lien among the Public Records of Orange County, Florida, against or with respect to a particular Lot, be entitled to bring an action in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, to foreclose the lien of the~~

~~Association for delinquent Assessments evidenced by such Claim of Lien in the same manner as mortgage liens are foreclosed.~~ Any judicial sale pursuant to such foreclosure action shall be conducted as ordered by the Court or in accordance with the provisions of Section 45.031 Florida Statutes, as amended or replaced from time to time. The Association shall have the right and power to bid at any foreclosure sale with respect to any lien foreclosed by it using its judgment for the delinquent Assessment, Association funds, or funds otherwise borrowed by the Association for that purpose, and if the successful bidder at such foreclosure sale, to acquire, own, hold, lease, sell, mortgage and convey any Lot upon or with respect to which it has foreclosed its lien for delinquent Assessments.

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