## CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF COBBLE EAST CONDOMINIUM ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT is executed this <u>/</u> day of <u>APR/L</u>, 2017, by COBBLE EAST CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as "Association").

WHEREAS the Association has been established for the operation of COBBLE EAST CONDOMINIUM ASSOCIATION, INC. in accordance with the Declaration of Condominium and related documents which were recorded in the Official Records in Book 10611, Page 72 of the Public Records of Broward County, Florida; and

WHEREAS at a duly noticed Meeting of the Members and the Board of Directors held on the day of APRIL, 2017 (the "Meeting") at which a quorum of the owners were present and in person and by proxy and a quorum of Directors were present in person, Amendments to the Declaration of Condominium were submitted to the Owners and Directors for their consideration and vote; and

WHEREAS, in accordance with the Declaration, Bylaws and applicable Florida law, the proposed Amendments to the Declaration of Condominium were approved.

NOW, THEREFORE, the Association does hereby state the following:

- 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. The below amendments have been approved and are hereby incorporated into the Declaration of Condominium:

(Deletions indicated by strikeout, additions by underlining)

## (1) Amendment to Article XI Section H of the Declaration

H. Pets which may be kept in apartment units or upon the condominium property shall be limited to no more than two domestic pets, such as cats and dogs, weighing no more than thirty (30) pounds each provided however that all pet owners shall be required to maintain liability insurance and shall agree to defend and indemnify the association out of any actions for damage or personal injury caused by the pet. .... The remainder of this provision shall remain unchanged

- (2) Amendment to Article XII Section L of the Declaration:
  - L. No dwelling unit may be leased during the first twelve (12) months of ownership.
- (3) Amendment to Article XXII Section B of the Declaration:
  - A. If the holder of a first mortgage of record or other purchaser of a condominium townhouse obtains title to the condominium parcel as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to the condominium parcel which became due prior to the acquisition of the title or a result of the forcelosure or deed in lieu of foreclosure unless the share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage which is forcelosed or for which a deed was given in lieu of forcelosure. Where a first mortgagee of record obtains title to a condominium parcel pursuant to the foreclosure of a first mortgage of record, or where the holder of a first mortgage accepts a deed to a condominium parcel in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall be liable for any ASSESSMENTS or for other monies owed to the ASSOCIATION which are chargeable to the former OWNER of the Home and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof in accordance with the provisions of Chapter 718, Florida Statutes. That Any unpaid share of the common expenses or assessments shall be common expenses collectible from all of the townhouse owners including such acquirer, his successors and assigns.

Except as expressly provided hereinabove, every grantee in a voluntary conveyance of a condominium parcel or townhome shall be jointly and severally liable for all unpaid periodic or special assessments against the grantor for his share of the Assessments up to the time of the conveyance. Anything contained herein to the contrary notwithstanding, each and every Owner, including purchasers at a judicial sale, including the foreclosure sale of a first mortgagee, shall be liable for all periodic or Special Assessments coming due while he is the Owner of a condominium parcel or Townhome regardless of how his title was acquired.

The new OWNER, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the condominium parcel. Any person, corporation or other entity who acquires a condominium parcel, including, without limitation, those acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or mortgage foreclosure sale, shall be liable for all unpaid ASSESSMENTS and other monies due and owing by the former OWNER to the ASSOCIATION, and shall not be entitled to occupancy of the condominium parcel, Townhome or enjoyment of the COMMON AREAS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other monies have been paid in full.

Except as proposed above, all other terms and conditions of the Declaration of Condominium shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have set hands and seal this 13 day of 4 day of 4 day. 2017.	
By: Declar Cash the Honory  By: Mad Ctill Key  Print: Heacedes Cash the Honory	COBBLE EAST CONDOMINIUM ASSOCIATION, INC.  By: And after Print: LINGA WALTON Title: President
By: Print:	By: Lance FRANCIS  Title: Secretary
By: Print:	
STATE OF FLORIDA ) COUNTY OF BROWARD )	
The foregoing instrument was acknowledged before me this 13 day of Coult, 2017 by Lenda Walter as Presented and by Lance Transis as Activation, respectively of Cobble East Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me/have produced as identification and did/did not take an oath	
My commission expires:  Signature of Notary	
GERALDINE L. MICCIO  Notary Public - State of Florida  Commission # GG 013514  My Comm. Expires Aug 12, 2020	