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MANATEE COUNTY CLERK COURT  
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**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
COURTYARD HOMES ASSOCIATION, INC.  
A/K/A  
SPOONBILL LANDINGS AT PERICO BAY CLUB, A SUBDIVISION**

**COURTYARD HOMES ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "Association"), the entity organized and existing to operate SPOONBILL LANDINGS AT PERICO BAY CLUB, a Subdivision, according to the Amended and Restated Declaration of Covenants and Restrictions for COURTYARD HOMES ASSOCIATION, INC. a/k/a SPOONBILL LANDINGS AT PERICO BAY CLUB, a SUBDIVISION recorded in Official Records Book 2307, Pages 329-393, of the Public Records of Manatee County, Florida, as same has been amended and supplemented from time to time (the "Declaration"), hereby certifies as follows:

**(1) Amendment to Declaration.** Article V of the Declaration has been amended as follows:

1. Section 8, entitled "Subordination of the Lien to Mortgages," is hereby amended in its entirety to read as follows:

~~Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any First Mortgage now or hereafter placed upon the subdivision or any lots thereon subject to assessment; provided, however, that if a First Mortgagee of record, or other purchaser, obtains title to such property as a result of a foreclosure of the lien of such First Mortgagee or as a result of a deed given in lieu of foreclosure thereon such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association chargeable to the former Owner of such property which became due and payable prior to the acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, unless such assessments are secured by a claim of lien for mortgage. Such sale or transfer shall not relieve such property of the lien of any such subsequent assessment; provided, however, that any such assessment can be subordinate to the lien of a first mortgage placed upon the subdivision prior to the time of the recording of such subsequent assessment lien.~~

Rights of Mortgagees. The lien of all assessments provided for herein which accrue and become due and payable with respect to any Lot after a first mortgage is recorded thereon, but prior to the conveyance of title as a result of a foreclosure or a conveyance in lieu of foreclosure, shall be subordinate to the lien of such

mortgage and the Owner acquiring title to such Lot as a result of such foreclosure or conveyance in lieu of such foreclosure shall not be liable for assessments pertaining to such Lot becoming due within such period. Such unpaid share of the assessments shall be deemed a common expense collectible from all Owners, including the person or institution acquiring title to such Lot through foreclosure or conveyance in lieu thereof. Nothing contained herein shall, however, relieve the Lot Owner from personal liability to the Association for such unpaid assessments for the period of time he owned such Lot. Any assessments against a Lot accruing prior to the recordation of a first mortgage or after the acquisition of title as a result of a foreclosure or deed in lieu of foreclosure shall be a lien against such Lot in the manner generally provided for herein.

Notwithstanding anything to the contrary contained in this Section, the liability of a first mortgagee, or its successor, or assignee as a subsequent holder of the first mortgage, who acquires title to a Lot by foreclosure or by deed-in-lieu of foreclosure, for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

1. The Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
2. One percent (1%) of the original mortgage debt.

**(2) Approval.** The Amendment was adopted by the affirmative vote of not less than a majority of the Voting Interests of the Association at a Special Meeting of the Association members held on August 24, 2009. The Association further certifies that such amendment was duly proposed and adopted in accordance with the requirements of the Declaration and By-Laws and applicable Florida law.

**(3) Definitions.** Capitalized terms used in this Certificate shall have the meanings given them in the Declaration unless otherwise expressly defined herein.

**IN WITNESS WHEREOF,** the Association has caused this Certificate to be executed in its name by its officers thereunto duly authorized as of the 10 day of sept, 2009.

Signed, sealed and delivered  
in the presence of:

Print Name: \_\_\_\_\_

STEPHEN R. DYE

Print Name: \_\_\_\_\_

Abraham Harrisby

**COURTYARD HOMES ASSOCIATION, INC.  
A/K/A SPOONBILL LANDINGS AT PERICO  
BAY CLUB SUBDIVISION ASSOCIATION, INC.,**  
a Florida corporation not-for-profit

By: \_\_\_\_\_


Diane Madden  
Diane Madden, its President

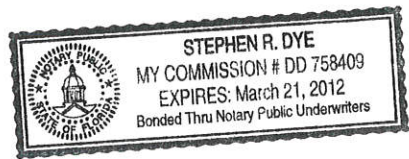
By: \_\_\_\_\_

Lynn Zemmer  
Lynn Zemmer, its Secretary

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10 day of Sept, 2009, by DIANE MADDEN, as President of COURTYARD HOMES ASSOCIATION, INC. a/k/a SPOONBILL LANDINGS AT PERICO BAY CLUB, a Florida corporation not-for-profit, on behalf of the corporation, who is [] personally known to me or [] who produced \_\_\_\_\_ as identification.


  
\_\_\_\_\_  
Signature of Notary Public  
Print Name: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10 day of September 2009, by Lynn Zemmer, as Secretary of COURTYARD HOMES ASSOCIATION, INC. a/k/a SPOONBILL LANDINGS AT PERICO BAY CLUB, a Florida corporation not-for-profit, on behalf of the corporation, who is [] personally known to me or [] who produced Florida Drivers License as identification.

Drivers License

  
\_\_\_\_\_  
Signature of Notary Public  
Print Name: A. Hornsby

