

Prepared by and returned to:

Becker & Poliakoff, P.A.  
James Robert Caves, III, Esquire  
12140 Carissa Commerce Court, Suite 200  
Fort Myers, FL 33966

**CERTIFICATE OF AMENDMENT**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**THE HERON AT THE SANCTUARY, A CONDOMINIUM**

I HEREBY CERTIFY that the following amendment to the Declaration of Condominium of The Heron at the Sanctuary, A Condominium, was duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 13<sup>th</sup> day of February 2013. Said amendment was approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 2609, Page 648 *et seq.*, of the Public Records of Lee County, Florida.

Additions indicated by underlining.  
Deletions indicated by ~~striking through~~.

**Amendment: Article 16(h), Declaration of Condominium**

**16. ASSESSMENTS, LIABILITY, LIEN, INTEREST, COLLECTION.**

(Section (a) through Section (g) Remain Unchanged)

~~(h) The holder of a first mortgage of record or the purchaser or purchasers of a Condominium Unit at a foreclosure sale (collectively the "Acquiror") who obtains title to the Condominium Unit as a result of foreclosure of the first mortgage or by a deed in lieu of foreclosure is liable for the unpaid assessments that become due prior to the Acquiror's receipt of the deed or the certificate of title. However, the Acquiror's liability is limited to assessments for a period not exceeding six (6) months, but in no event shall the Acquiror's liability exceed one percent (1%) of the original mortgage debt. The Acquiror's liability for such expenses or assessments shall not commence until thirty (30) days after the date the first mortgagee received the last payment of principal and interest. In no event shall the Acquiror be liable for more than six (6) months' of that portion of the Common Expenses allocable to the subject Unit and accrued before the Acquiror's acquisition of title to the subject Unit or one percent (1%) of the original subject mortgage debt, whichever amount is less. Any assessment amounts for which an Acquiror is not liable shall be deemed to be Common Expenses collectible from all of the Owners of Condominium Units, including such Acquiror of the Condominium Unit and his successors and assigns. The Acquiror and/or his successors or assigns shall thereafter be obligated to pay that share of the Common Expenses and assessments attributable to his~~

Page 1 of 2

Condominium Unit after the Acquirer obtains title to the Condominium Unit. The priority of the Association's lien and the obligation for payment of past due assessments or charges in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Florida Condominium Act, Chapter 718, Florida Statutes (2012), as amended from time to time.

(Remainder of Article 16 Remains Unchanged)

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WITNESSES:  
(TWO)

THE HERON AT THE SANCTUARY  
CONDOMINIUM ASSOCIATION, INC.

[Signature]

Signature  
Walter Weiker

Printed Name

[Signature]

Signature  
Ashley Stevenson

Printed Name

BY: [Signature]

Walter Thackara, President

Date: June 27, 2013

(CORPORATE SEAL)

STATE OF Florida )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June 2013, by Walter Thackara as President of The Heron at the Sanctuary Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) \_\_\_\_\_ as identification.

[Signature]  
Notary Public

My commission expires: \_\_\_\_\_

ACTIVE: 4755800\_2

