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

**CERTIFICATE OF AMENDMENT TO THE  
 DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS  
 OF  
 SUMMER CHASE**

WHEREAS, the **Declaration of Protective Covenants, Restrictions and Easements for Summer Chase** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **6059** at Page **778**; and

WHEREAS, the **Amended and Restated Declaration of Protective Covenants, Restrictions and Easements for Summer Chase** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **21938** at Page **1413**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Summer Chase Homeowners Association, Inc.**, a Florida not-for-profit corporation, held **December 8, 2010**, the aforementioned Declaration was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendment as amended by the membership.

**AMENDMENT TO THE  
 AMENDED AND RESTATED DECLARATION OF PROTECTIVE  
 COVENANTS, RESTRICTIONS AND EASEMENTS FOR  
 SUMMER CHASE**

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

**ARTICLE IV  
 COVENANT TO PAY ASSESSMENTS FOR ASSOCIATION EXPENSES;  
 ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS;  
 CERTAIN RIGHTS OF INSTITUTIONAL MORTGAGEES**

\* \* \*

**B. Establishment of Liens**

Any and all Assessments made by the Association in accordance with the provisions of the Summer Chase Documents with Interest thereon and costs of collection, including, but not limited to Legal Fees are a charge and continuing lien upon each Lot against which such Assessment is made and the personal obligation of the Lot Owner of such Lot and any grantee who is jointly and severally responsible for the amounts, except as specifically accepted below:

\* \* \*

3. ~~When any Institutional Mortgagee obtains title to a unit as a result of a~~

foreclosure of its mortgage, or deed in lieu of foreclosure of its mortgage, such acquirer of title, the acquirer's successors and assigns, shall not be liable for the share of assessments pertaining to such Lot or chargeable to the former owner which became due before the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, until either:

- a. ~~such share is secured by a claim of lien for assessments and recorded before the recording of the mortgage; or,~~
- b. ~~the mortgage was recorded after the date of this Amended and Restated Declaration; however, then the mortgage holder who takes title through the process set forth above shall be responsible for the lesser of six months of Assessments or one percent of the mortgage's original principal value, whichever shall be less, said amount being due thirty days after the mortgage holder obtains title to the Lot.~~
- e. ~~The unpaid share of assessments for which a claim of lien has not been recorded before the recording of the mortgage shall be deemed to be assessments collectable from all Lots as the necessity may arise at the discretion of the Board.~~

3. First Mortgagee. A first mortgagee acquiring title to a Lot 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 Lot 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 Chapter 720, Florida Statutes, 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 Lot Owners, including such acquirer, and such acquirer's successors and assigns.

\* \* \* \* \*

WITNESS my signature hereto this 14<sup>th</sup> day of December, 2010, at Palm Beach County, Florida.

**SUMMER CHASE HOMEOWNERS ASSOCIATION, INC.**

By: Erwin Weiss  
ERWIN WEISS President

Attest Bernard Solomon  
BERNARD SOLOMAN Secretary

Joanna N Tait  
Witness  
JOANNA N TAIT  
(PRINT NAME)

Elaine Rivas  
Witness  
ELAINE RIVAS  
(PRINT NAME)

[Notary page to follow]

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 14 day of Dec 2010, by ERWIN WEISS and BERNARD SOLOMON, as President and SECRETARY, respectively, of Summer Chase Homeowners 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.

Elaine Rivas (Signature)

Elaine Rivas (Print Name)  
Notary Public, State of Florida at Large

ACTIVE: 3179338\_1



ELAINE RIVAS  
MY COMMISSION # DD 948938  
EXPIRES: April 26, 2014  
Bonded Thru Budget Notary Services