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CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM FOR  
PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM  
AND THE BY-LAWS FOR  
PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium for Pine Ridge North Village IV, a Condominium, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 4701 at Page 1834; and

WHEREAS, the By-Laws for Pine Ridge North Village IV Condominium Association, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Pine Ridge North Village IV Condominium Association, Inc., a Florida not-for-profit corporation, held on May 19, 1997, the aforementioned Declaration of Condominium and By-Laws were amended pursuant to the provisions of said Declaration and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration and By-Laws are true and correct copies of the amendments as amended by the membership:

AMENDMENT TO SECTION 13.4(a)  
OF THE DECLARATION OF CONDOMINIUM FOR  
PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

13.4 COVERAGE. The following coverage shall be obtained by the Association:

a. The buildings ~~(as defined in F.S. 718.111(9)(b))~~ and all other insurable improvements upon the land, including all of the Units, excluding any of the contents of the Units and further excluding all floor coverings, wall coverings and ceiling coverings within the units, and further excluding any electrical fixtures, appliances, air-conditioning and heating equipment, water heaters and built-in cabinets within the Units which the Unit Owners are obligated to repair or replace, as originally constructed, furnished and equipped by the Spenser Common Elements, Limited Common Elements, and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of the excavations and foundations) as determined annually by the Association in consultation with the insurance company providing the coverage. Said coverage shall afford protection against loss or damage by fire and other perils normally covered by the standard extended coverage endorsement, together with all other perils customarily covered with respect to condominiums similar to this, including the standard "all risk" endorsement, where such is available.

AMENDMENT TO SECTION 13.5  
OF THE DECLARATION OF CONDOMINIUM FOR  
PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

13.5 INSURANCE TRUSTEE. All insurance policies purchased in accordance with Paragraph 13.4a shall provide that all proceeds payable to the Association as a result of any insured loss, except those specifically herein excluded, shall be paid to a bank doing business in the County in which the condominium is located and having trust powers which shall be designated from time to time by the Association as Insurance Trustee, whose appointment is subject to the reasonable approval by the Institutional Mortgagee holding the greatest dollar amount of the first mortgages on the Units. In the alternative, the Association shall have the power and authority, through its Board of Directors, to appoint the Association as the Insurance Trustee, in which case all insurance proceeds shall be paid to the Association. The Insurance Trustee, if other than the Association, shall not be liable for payment of premiums, the renewal of the policies, the sufficiency or contact of the policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive said proceeds, as paid, and to hold the same in trust for the benefit of the Association, the Unit Owners and their respective mortgagees, as follows:...

AMENDMENT TO SECTION 13.6  
OF THE DECLARATION OF CONDOMINIUM FOR  
PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

13.6 DISTRIBUTION OF PROCEEDS. Proceeds if insurance policies received by the Insurance Trustee shall be distributed to, as for the benefit of, the Unit Owners (after first paying or making provision for payment of the expenses, including a reasonable fee for services rendered, of the Insurance Trustee if other than the Association) in the following manner:

AMENDMENT TO SECTION 14.2  
OF THE DECLARATION OF CONDOMINIUM FOR  
PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

14.2 UNIT OWNER'S GENERAL LIABILITY. Except as herein specified to the contrary, all assessments levied against Unit Owners and Units shall be on a uniform basis in the same proportion as the percentage of the undivided shares in the ownership of the Common Elements without increase or diminution for the existence, or lack of existence, of any exclusive right to use a part of the Limited Common Elements. Should the Association be the owner of any Units(s), the assessment, which would otherwise be due and payable to the Association by the Owner of such Unit(s), shall be a Common Expense. Sponsor's liability shall be as specified in Paragraph 7 hereof. A unit owner, regardless of how his title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he is the owner and is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner. The liability of a first Mortgagee or its successors or assigns to acquire title to a Unit by foreclosure or by Deed in Lieu of Foreclosure for unpaid assessments which became due prior to the Mortgagee's acquisition of title is limited to the Lessor of the unpaid common expenses and regular periodic assessments attributable to the Unit which accrued or came due during the six (6) months immediately preceding the acquisition of title for which payment in full has not been received by the Association or one (1) percent of the original mortgage debt. The provisions of this paragraph limiting the liability of a first Mortgagee shall not apply unless the first Mortgagee joined the Association as a Defendant in the foreclosure

action, unless, on the date the foreclosure action was filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was know or reasonable discoverable by the Mortgagee. The limited liability for first Mortgagees, set forth hereinabove, shall not apply if the Association recorded a Claim of Lien prior to the recordation of the first mortgage. Furthermore, the provisions of the paragraph limiting the liability of the first Mortgagee shall not apply to any other Purchaser at a foreclosure sale in connection with the first mortgage nor to any other Mortgagee other than a first Mortgagee nor to any other person, persons, entity or entities which acquire title as a result of any foreclosure action.

**AMENDMENT TO SECTION 14.7**  
**OF THE DECLARATION OF CONDOMINIUM FOR**  
**PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM**

14.7 DEFAULT. The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for an excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances permitted by Paragraph 14.9 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charged in the State of Florida. Additionally, the Association shall be entitled to levy an administrative late fee not to exceed the greater of twenty-five (\$25.00) dollars or five (5) percent of each installment of each assessment for each delinquent installment for which payment is late against the defaulting Unit Owner. In the event that any Unit Owner is in default in payment of any assessments or installments thereof, owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorney's fees and all costs.

**AMENDMENT TO SECTION 14.9**  
**OF THE DECLARATION OF CONDOMINIUM FOR**  
**PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM**

14.9 LIEN. The Association has a lien upon each Condominium Unit, together with lien on all tangible property located within said Unit (except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record), which lien shall secure the payment of monies from each Unit owner for which he is liable to the Association, including all assessments, whether regular or special assessments, including those which are past due at the time the claim of lien is recorded as well as those which come due up to the time a Certificate of Title is issued, interest, late charges, costs and reasonable attorney's fees, as well as—and expenses provided for in this Declaration and sums advanced on behalf of the Unit Owner in payment of his obligations as set forth in the Condominium Documents and reasonable attorney's fees incurred as an incident to the enforcement if said lien (including those which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure). The lien granted to Association may be foreclosed as provided in the Condominium Act. The lien granted to the Association shall further secure such advances for taxes and payments on accounts if Institutional Mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien. The lien shall be effective, have priority, and be collected as provided by the Condominium Act, as same currently exists and as same may be amended from time to time unless, by the provision of this Declaration, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association. No lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court

AMENDMENT TO SECTION 14.10  
OF THE DECLARATION OF CONDOMINIUM FOR  
PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

~~14.10~~ ~~PROVISO.~~ In the event that any person or Institutional First Mortgage shall acquire title to any Unit by virtue of either purchase at the public sale resulting from the first mortgagee, or a deed in lieu thereof, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments attributable to the Condominium Unit or chargeable to the former Unit Owner of the Unit which became due prior to the acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Following said acquisition, all Unit owners of any nature, including, without limitation a purchaser at a judicial sale or Institutional Mortgagee, shall be liable for all assessments coming due while he is the Unit Owner.

AMENDMENT TO SECTION 14.12  
OF THE DECLARATION OF CONDOMINIUM FOR  
PINE RIDGE NORTH VILLAGE IV, A CONDOMINIUM

~~14.2~~ ~~NO OCCUPANCY UNTIL ASSESSMENTS PAID.~~ Except as provided in subsection (6) of F.S. 718.116, the Grantee shall be jointly and severally liable with the grantor made prior to the time of such transfer of title. Any person who acquires an interest in a unit, except through foreclosure of a first mortgage or by deed in lieu thereof, including without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of such Unit until such time as all unpaid assessments and all court costs and attorney's fees, if any, incurred on account thereof and due and owing by the former Unit Owner, have been paid in full.

AMENDMENT TO BY-LAWS FOR  
PINE RIDGE NORTH VILLAGE IV CONDOMINIUM ASSOCIATION, INC.

(Additions shown by "underling"  
and deletions shown by "~~strikeout~~")

~~4.1~~ ~~MANAGEMENT OF THE ASSOCIATION.~~ ~~The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) consisting of not less than five (5) nor more than nine (9) persons, the number to be determined in accordance with the provisions of the Articles. After the election of all the Directors by the Residential Unit Owners, The Directors shall serve such terms (not to exceed two years) as deemed appropriate by the membership. Each Board Member elected will serve a two (2) year term. Terms of the Directors will be staggered. Accordingly, after the election of Board Members in 1998, the candidates receiving the greatest number of votes (the top three (3) vote getters in the event the Board is composed of five (5) or six (6) members, the top four (4) vote getters in the event the Board is composed of seven (7) or eight (8) members, and the top five (5) vote getters in the event the Board is composed of nine (9) members) will serve a two (2) year term. The balance of the Board~~

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will serve a one (1) year term and those seats will be up for re-election the following year, at which time those elected to those seats will serve a two (2) year term. If there is not a contested election of Board members in 1998, the two year staggered terms provided for herein shall not go into effect until such time as there is a contested election for the Board of Directors.

WITNESS my signature hereto this 2 day of JUNE, 1997, at West Palm Beach, Palm Beach County, Florida.

PINE RIDGE NORTH VILLAGE IV  
CONDOMINIUM ASSOCIATION, INC.

Ann Rech  
Witness

By: Carmine Rappoccio  
President

ANN RECH  
(PRINT NAME)

Mary Montarelli  
Witness

Attest: Rita Drem  
Secretary

MARY MONTARELLI  
(PRINT NAME)

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of JUNE 1997, by CARMINE RAPPOCCIO and RITA DREM, as PRESIDENT and SECRETARY, respectively, of Pine Ridge North Village IV Condominium 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.

CMBrawley (Signature)

CATHERINE M. BRAWLEY (Print Name)  
Notary Public, State of Florida at Large

