

**CERTIFICATE OF AMENDMENT/ADDITION TO THE DECLARATION OF  
COVENANTS, RESTRICTIONS, AND EASEMENTS FOR SILVERLAKES  
COMMUNITY ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT is executed this 17<sup>th</sup> day of December, 2018, by SILVERLAKES COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, (hereinafter referred to as (“Association”).

WHEREAS, the Association has been established for the operation of Silverlakes Community Association, in accordance with the Declaration of Covenants, Restrictions and Easements and related documents which were recorded in Official Records Book 17369, Page 240 of the Public Records of Broward County, Florida, and as subsequently amended (the “Declaration”); and

WHEREAS, at a duly noticed Special Meeting of the Members and the Board of Directors held on the Sixteenth day of January, 2018 (the “Special Meeting”) at which a quorum of the voting members were present and in person and by proxy and a quorum of Directors were present in person, an amendment to Article X, Section 6, Subsection (a), of the Declaration, and amendment to add Article VI, Section 6, Subsection (f) were submitted to voting members and the Directors for their consideration and vote; and

WHEREAS, in accordance with the Declaration the proposed amendments to Article X, Section 6, Subsection (a) and to add Article VI, Section 6, Subsection (f) of the Declaration 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. Deletions are indicated by ~~strikeout~~, additions by underlining.

(4)

3. Article X Section 6, Subsection (a) of the Declaration is hereby amended as follows:

(a) There is hereby imposed upon each Unit, each Neighborhood Association, Recreational Property and Commercial Property, the affirmative covenant and obligation to pay to the Association or Declarant, as applicable, all types of assessments set forth in this Declaration. Each Neighborhood Association shall have the obligation to collect the Common Assessments, Neighborhood Assessments, Benefitted Assessments, and Special Assessments for the Units it administers or controls and pay same to the Association or Declarant, as applicable, when such assessment is due; provide, however, that the Association or Declarant, as applicable, may in its sole discretion, elect to collect assessments from particular Neighborhood Associations or directly from Owners. ~~The liability for assessments is personal to the Owner, the Recreational Members, and the Commercial Members, and may not be avoided by waiver of the use or enjoyment of Areas of Common Responsibility, or by abandonment of the Unit(s), such Recreational Property or such Commercial Property for which the assessments are made, provided that no Owner, Recreational Member or Commercial Member shall be personally liable for assessments due prior to the date such Owner, Recreational Member or owner of Commercial Property obtains title to the Unit(s), Recreational Property or Commercial Property, as the case may be.~~ An Owner(s), regardless of the manner in which title is obtained, including, but not limited to a purchaser at a judicial sale, is jointly and severally liable with the previous Owner(s) for all unpaid assessments, special assessments, fines, attorneys' fees, costs, and other sums that came due up to the time of the transfer of title to the full extent permitted by Chapter 720 of the Florida Statutes, as it may be amended and/or renumbered from time to time. As of the date of the adoption of this amendment, any amount previously waived, forgiven, or deemed uncollectable within the last five (5) years from the date of the recording of this amendment, including but not limited to being waived, forgiven, or deemed uncollectable as a result of having been incurred prior to Owner, Recreational Member or Commercial Member obtaining title is hereby reinstated in full and a special assessment for the full amount previously waived, forgiven or deemed uncollectable as a result of the prior provision is hereby assessed against the Unit. The special assessment provided herein shall be automatic and nothing provided herein shall require the Board to provide notice, hold a meeting, or take any action of any kind, nature or description. Neither liability for assessments nor the amount of assessments shall be reduced or avoided due to the fact that all or a portion of the Areas of Common Responsibility or other portions of the Properties are not complete. UPON CONVEYANCE OF A UNIT, RECREATIONAL PROPERTY OR COMMERCIAL PROPERTY, THE OWNER, RECREATIONAL MEMBER OR COMMERCIAL MEMBER CONVEYING SUCH PROPEERTY MUST, WITHIN TEN (10) DAYS OF CLOSING, NOTIFY THE ASSOCIATION OF THE NAME AND MAILING

ADDRESS OF THE SUCCESSOR GRANTEE OF SUCH UNIT, RECREATIONAL PROPERTY OR COMMERCIAL PROPERTY. Until the grantor or grantee provides the Association such information, the Owner, Recreational Member or Commercial Member conveying such property shall be jointly and severally liable with the successor grantee of such Unit, Recreational Property or Commercial Property for any Assessments which are levied against such Unit(s), Recreational Property or Commercial Property.

- 4. Article VI, Section 6, of the Declaration is hereby amended to Add Subsection (f) as follows:

(f) In the event an Owner(s) files for bankruptcy and strips a lien placed on their Unit, the Association shall be permitted to re-assess against a subsequent Owner(s) the full amount stripped from the Association's lien against the prior owner as an individual special assessment.

- 5. All other section of the Declaration remain unchanged.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this 17<sup>th</sup> day

of December, 2018.

Witness

By: \_\_\_\_\_  
Print: Robert Moses

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

SILVERLAKES COMMUNITY ASSOCIATION, INC.

By: [Signature]  
Print: Steven Goldman  
Title: President

(Acknowledgments continue on next page)

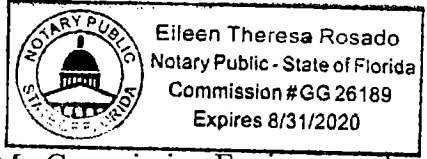
By: [Signature]  
Print: Catherine Cano

By: Colleen Cheney  
Print: COLLEEN CHENEY  
Title: Secretary / PRESIDENT

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

STATE OF FLORIDA     )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 17 day of December 2018 by Steven Goldman as President and by Colleen Cheney as Secretary, respectively of Silverlakes Community 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



[Signature]  
Signature of Notary

My Commission Expires: 8/31/2020