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Rept: 1326762 Rec: 35.50
DS: 0.00 IT: 0.00
09/20/10 S. Shultz, Dpty Clerk

PAULA S. O'NEIL, Ph. D. PASCO CLERK & COMPTROLLER
09/20/10 04:06pm 1 of 4
OR BK 8422 PG 1823

2010 SEP 13 10:42
FILED FOR RECORD
FLORIDA
Paula S. O'Neil
Clerk & Comptroller
Pasco County, Florida

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED MASTER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TIMBER GREENS**

WHEREAS, Timber Greens is a platted subdivision in Pasco County appearing in Plat Book 31, Page 89 as to Phase 1A, Unit 1; Plat Book 31, Page 94 as to Phase 1A, Unit 2; Plat Book 31, Page 97 as to Phase 1B, Unit 3; Plat Book 31, Page 100 as to Phase 1B, Unit 4; Plat Book 31, Page 103 as to Phase 1B, Unit 5; Plat Book 32, Page 6 as to Phase 1C, Unit 6; Plat Book 32, Page 10 as to Phase 1D, Unit 7, Plat Book 32, Page 13 as to Phase 1D, Unit 8; Plat Book 32, Page 17 as to Phase 1D, Unit 9, Plat Book 32, Page 96, as to Phase 1E, Unit 10; Plat Book 32, Page 92 as to Phase 2B, Unit 13; Plat Book 32, Page 58 as to Phase 2-A, Unit 12; Plat Book 32, Page 82 as to Phase 3-A, Unit 11; Plat 33, Page 22 as Phase 3-B, Unit 15; Plat Book 35, Page 40 as to Phase 4-B, Unit 18; Plat Book 33, Page 10 as to Phase 5, Unit 16; Plat Book 33, Page 68 as to Phase 4A, Unit 17; Plat Book 33, Page 17 as to Phase 2C, Unit 14; Plat Book 33, Page 68 as to Phase 4A, Unit 17 and Plat Book 33, Page 17 as to Phase 2C, Unit 14, all of the Public Records of Pasco County, Florida and is subject to that Master Declaration of Covenants, Conditions and Restrictions for Timber Greens as recorded in Official Records Book 3251, page 35 et. seq. of the Public Records of Pasco County, as previously supplemented and modified in the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Timber Greens, as recorded in Official Records Book 3419, Page 1758 of the Public Records of Pasco County, Florida and all amendments thereto; and

WHEREAS, we, Sharon Vanderham, President and Mary Lou Erlenbush, as Secretary of Timber Greens Community Association, Inc., hereby certify that at a special meeting of the membership of Timber Greens Community Association, Inc., as held on August 23, 2010, in accordance with the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Timber Greens, and upon a vote of not less than two-thirds (2/3) of the Lot Owners, the following amendments to Article V, Section 11, and Article VI, Section 1 of the

Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Timber Greens were approved as follows:

I. Article VI, Section 1 of the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Timber Greens is amended to read as follows:

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Properties, has covenanted and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges and (b) special assessments for capital improvements and unexpected operating costs, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be effective from, and relate back to, the date of recording this Declaration and which shall be a charge on the land and shall be secured by a continuing lien upon the property against which each such assessment is made. This continuing lien shall also secure interest on unpaid Assessments, fines for violation of this Declaration or the Bylaws or the Rules and Regulations of the Association, and the costs of collecting unpaid Assessments and fines, and court costs for actions enforcing this Declaration and obtaining injunctions, all including reasonable attorney's fees. Notice of the lien will be given by recording a Claim of Lien in the public records of Pasco County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. Each such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall also be the obligation of the person who was the Owner of such property at the time when the assessment became due. The obligation for delinquent assessments shall pass to such person's successors in title subject to a right of contribution ~~except upon a foreclosure or deed in lieu of foreclosure wherein the mortgage acquires title either through foreclosure of a first mortgage or deed in lieu of a first mortgage.~~

II. Article V, Section 11 of the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Timber Greens is amended to read as follows:

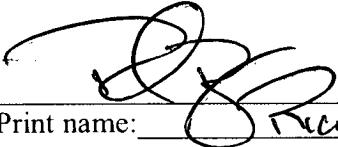
Section 11. Subordination of the Lien to Mortgages. The liens for the assessments provided for herein shall be subordinate to the lien of any first mortgage which is recorded prior to any Claim of Lien, except as provided below. Sale or transfer of any Lot shall not affect the assessment lien. ~~However, the foreclosure sale or transfer in lieu of foreclosure of any Lot to the mortgagee pursuant to foreclosure of a first mortgage recorded prior to the lien of the Association shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure sale or transfer in lieu of foreclosure.~~ An Owner 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 present Owner may have to recover any

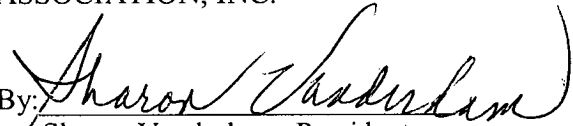
amounts paid by the present Owner from the previous Owner. Notwithstanding anything to the contrary contained in this Section, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of: 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 for which payment in full has not been received by the Association or one percent (1%) of the original mortgage debt. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Owner and initially joined the Association as a defendant in the mortgage foreclosure action. Notwithstanding the foregoing, nNo other sale or transfer shall relieve the Owner of such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

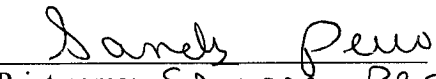
CODING: New words to be inserted are double-underlined, words to be deleted are ~~stricken through~~.

Signed, sealed and delivered in
in the presence of:

TIMBER GREENS COMMUNITY
ASSOCIATION, INC.



Print name: RICHARD D. DINGUS

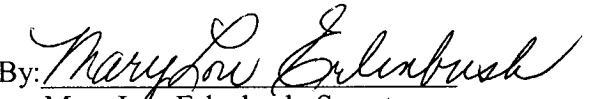
By: 
Sharon Vanderham, President



Print name: SANDY PERRO

Signed, sealed and delivered in
the presence of:

ATTEST:


Print name: SANDY PERRO

By: 
Mary Lou Erlenbush, Secretary


Print name: RICHARD D. DINGUS

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instruments was acknowledged before me this 26th day of August, 2010, by Sharon Vanderham and Mary Lou Erlenbush, as President and Secretary of the Timber Greens Community Association, Inc. who are personally known to me or have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions For Timber Greens and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 26th day of August, 2010.

Laure W Mathews
NOTARY PUBLIC, State of Florida

My Commission Expires: 6-5-13

