

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
KEVIN L. EDWARDS, ESQ.
BECKER & POLIAKOFF, P.A.
6230 UNIVERSITY PARKWAY, SUITE 204
SARASOTA, FL 34240

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
THE RIVERVIEW ASSOCIATION, INC.**

The undersigned officers of The Riverview Association, Inc., a not for profit Florida corporation organized and existing to operate and govern The Riverview, A Condominium, according to the original Declaration of Condominium, thereof as recorded in the public records of Manatee County in O.R. Book 554, Page 66, et seq., and all amendments thereto, certifies that the following amendments to the Declaration of Condominium were duly adopted by the affirmative vote of not less than 75% of the voting interests of the Association, as required by Section XIV of the Declaration of Condominium and applicable law at a duly convened Membership Meeting held on January 17, 2013.

(Additions indicated by underlining, deletions by ~~strike-through~~)

1. Amendment to Section I of the Declaration entitled, "Purpose of Declaration" to read as follows:

The purpose of this Declaration of Condominium is to submit the land herein described and the improvements constructed thereon to the condominium form of ownership, to be used in the manner provided by Chapter 718, Florida Statutes, as the same may be amended or renumbered from time to time, entitled and hereinafter called the "Condominium Act."

(The remaining language of Section I is unchanged)

2. Amendment to Section II of the Declaration entitled, "Definitions" to read as follows:

i. "Condominium Act" means Chapter 718, Florida Statutes as the same may be amended or renumbered from time to time.

(The remaining language of Section II is unchanged)

3. Proposed Amendment to Section VI of the Declaration entitled "Assessments" to add a new sub-section F to read as follows:

F. Institutional First Mortgagee. Except as otherwise provided by law, the Association's lien for unpaid assessments shall be subordinate and inferior to the lien of any recorded Institutional First Mortgage, unless the Association's Claim of Lien was recorded before the mortgage. However, the Association's lien for unpaid assessments is superior to, and takes priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded. It is the intention of this provision that any Institutional First Mortgagee which takes

title to a Unit as a result of foreclosure of the mortgage or by a deed in lieu of foreclosure shall be liable for unpaid assessments and other charges that became due prior to the institutional first mortgagee's acquisition of title in the manner provided in Section 718.116(1)(b), of the Florida Condominium Act (2012), as the same may be amended or renumbered from time to time. If no such limitation exists, then the Institutional First Mortgagee shall be liable for unpaid assessments and other charges that became due prior to the Institutional First Mortgagee's acquisition of title to the same extent as any other Unit Owner. Such unpaid share of the common expenses or assessments shall be deemed to be common expenses collectible from all of the Unit Owners, including such acquirer, his successors or assigns. An Institutional First Mortgagee acquiring title to a condominium Unit as a result of foreclosure or a deed in lieu thereof, may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. The limitations on Institutional First Mortgagee liability provided by this paragraph apply only if the Institutional First Mortgagee strictly complies with all conditions required by Florida Statutes, Section 718.116, as the same is amended or renumbered from time to time.

THE RIVERVIEW ASSOCIATION, INC.

By: [Signature]
James Glass, President

ATTEST: [Signature]
Jill Hershfield, Secretary

[Signature]
Witness Signature

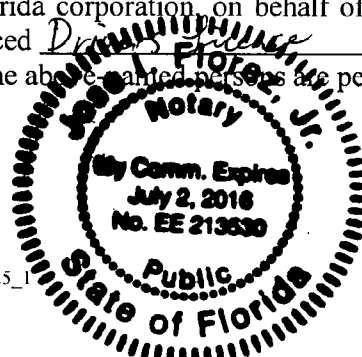
Jose I. Florez
Printed Name

[Signature]
Witness Signature

[Signature]
Printed Name

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 28 day of March 2013 by James Glass, as President and Jill Hershfield, as Secretary of THE RIVERVIEW ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced [Signature] as identification. If no type of identification is indicated, the above named persons are personally known to me.



Notary Public [Signature]
Printed Name Jose I. Florez
State of Florida

My Commission Expires July 2, 2016