

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
OAK RIDGE OF STUART HOMEOWNERS ASSOCIATION**

The Declaration of Covenants, Conditions and Restrictions for Oak Ridge of Stuart Homeowners Association have been recorded in the public records of Martin County, Florida at Official Records Book 855, Page 1017 et. seq. and amended at Official Records Book 979, Page 0611 et. seq., OR Book 1274, Page 2868 et. seq., and OR Book 1879, Page 1912, et. seq. The same Declaration of Covenants, Conditions and Restrictions are hereby amended as approved by a majority of the Board of Directors at their meeting held on June 14, 2010 and by the membership by vote sufficient for approval at a meeting held on August 9, 2010.

1. Article VII, Section 10 is amended to read as follows:

**ARTICLE VII
ASSESSMENTS**

10. **Subordination to Lien of Mortgages:** The lien for assessments for which provision is herein made shall be subordinate to the lien of any Institutional Mortgagee. Such subordination shall, however, apply only to the assessments which have become due and payable prior to a final sale or transfer of the mortgaged Unit pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of a Mortgage. No sale or transfer shall relieve any Unit from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. Any delinquent assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a Mortgage, or any proceeding or deed in lieu of foreclosure, shall be reallocated and assessed among all of the non-defaulted Owners. The written opinion of the Association that the assessment lien is subordinate to a mortgage lien shall be dispositive of any questions or subordination.

Notwithstanding anything contained herein to the contrary, an Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments and other charges which come due while owning the Unit. Additionally, an Owner is jointly and severally liable with the previous Owner for all unpaid Assessments and other charges that came due up to the time of the 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 person acquiring title shall pay the amount owed to the Association at closing, and if not, then within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the

Association to record a claim of lien against the Unit and proceed in the same manner as provided herein and in Chapter 720 Florida Statutes, as amended from time to time, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any common areas or other Association property or by the abandonment of the Unit for which the Assessments are made. Sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments, except as specifically provided below. A First Mortgagee as herein defined, acquiring title to a Unit as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, is liable for Assessments or other charges imposed by the Association pertaining to such Unit 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 is limited to the maximum amount set forth in Section 720.3085 (2008), Florida Statutes, as same may be amended from time to time. A First Mortgagee acquiring title to a Unit 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 Unit, whether or not such Unit is unoccupied, be excused from the payment of Assessments or other charges coming due during the period of such ownership. The limitations on First Mortgagee liability provided by this provision apply only if the First Mortgagee filed suit against the parcel owner and initially joined the association as a defendant in the mortgagee foreclosure action. If any unpaid Assessments or other charges are extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, or for any other reason, the unpaid share of Assessments or other charges are Common Expenses collectible from all of the Owners, including such acquirer, and such acquirer's successors and assigns. For purposes of this provision, "First Mortgagee" shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, Federal National Mortgage Association, insurance company, union pension fund, mortgage company or an agency of the United States Government, which holds a first mortgage of public record on any Unit.

(The balance of Article VII remains unchanged)

2. The foregoing amendments to the Declaration of Covenants, Conditions and Restrictions for Oak Ridge of Stuart Homeowners Association were adopted by a majority of the Board of Directors at their meeting held on June 14, 2010 and by the membership by a vote sufficient for approval at a meeting held on August 9, 2010.
3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.
4. All provisions of the Declaration of Covenants, Conditions and Restrictions for Oak Ridge of Stuart Homeowners Association are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 11 day of October 2010.

WITNESSES AS TO PRESIDENT:

OAK RIDGE OF STUART HOMEOWNERS ASSOCIATION, INC.

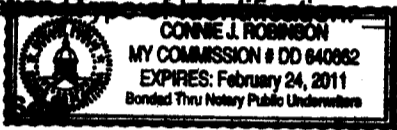
William Arthur
Printed Name: WILLIAM ANTHON

By: Timothy J. Rabbitt
Timothy J. Rabbitt President

Cindy B. Nestel
Printed Name: Cindy B. Nestel

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on Oct. 11, 2010, by Timothy J. Rabbitt, as President of Oak Ridge of Stuart Homeowners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].



Notarial

Connie J. Robinson
Notary Public

WITNESSES AS TO SECRETARY:

OAK RIDGE OF STUART HOMEOWNERS ASSOCIATION, INC.

William Arthur
Printed Name: WILLIAM ANTHON

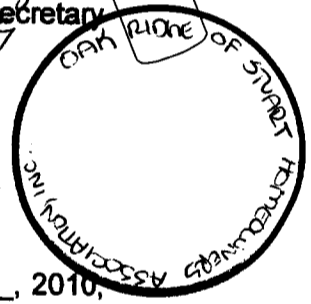
By: Gail G. Armstrong
GAIL G. ARMSTRONG Secretary

Cindy B. Nestel
Printed Name: Cindy B. Nestel

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on Oct. 11, 2010, by Gail G. Armstrong, as Secretary of Oak Ridge of Stuart Homeowners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

CORPORATE SEAL



Notarial Seal

Connie J. Robinson
Notary Public

