JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY FILE # 4389291 OR BOOK 4085 PAGE 2056, Recorded 01/10/2018 12:42:21 PM

> Record and Return to: Jane L. Cornett, Esq. Becker & Poliakoff, P.A. Royal Palm Financiai Center 759 SW Federal Highway, Suite 213 Stuart, FL 34994

THIS SPACE FOR RECORDER'S USE

## CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF GRAND ISLE OF NORTH HUTCHINSON ISLAND CONDOMINIUM

The Declaration of Condominium for Grand Isle of North Hutchinson Island Condominium was recorded in the Public Records of St. Lucie County, Florida, at Official Records Book 2231, Page 1190 et.seq., and amended at Official Records Book 3733, Page375 et.seq., and amended at Official Records Book 3728, Page 1716 et.seq. The same Declaration of Condominium for Grand Isle of North Hutchinson Island Condominium is hereby amended as approved by a vote of the members at a Special Meeting held November 15, 2017.

1. Article XIV is hereby amended as follows:

## XIV. MAINTENANCE; LIMITATION UPON IMPROVEMENT

- A. (1) Each Unit Owner shall be responsible for the maintenance, repair, and replacement of the Unit Owner's Unit and any part thereof (including, but not limited to, windows, screens [if applicable], fixtures, appliances, carpets and all other floor coverings, and all property belonging to the Unit Owner and the Unit Owner's family, invitees, licensees, guests and lessees), which work shall be performed by said Unit Owner at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary in the Condominium Documents.
- (2) The installation, maintenance, repair and replacement of hurricane shutters on all glazed surfaces by the Unit Owner is mandatory. Hurricane shutters shall not be deemed to be part of the Common Elements.
- B. The responsibility for the maintenance, repair and replacement of the Common Elements shall be that of the Condominium Association, except as specifically provided otherwise in this Declaration.
- C. In the event any Unit Owner fails to properly and timely maintain, repair and replace those portions of the Condominium Property, (including hurricane shutters), for which said Unit Owner is responsible for maintaining, repairing, and/or replacing, or in the event any maintenance, repair, or replacement of the Condominium Property is needed as a result of the negligence, misuse or neglect by a Unit Owner(s) or Person for whom said Unit Owner(s) is responsible the Condominium Association may, but shall not be obligated to, perform such repair, replacement or maintenance, and thereafter levy special charges, which shall constitute a special assessment as per Article XVI of this Declaration, against said Unit Owner for all costs and expenses (including, but not limited to, reasonable attorney's fees) incurred by the Condominium Association in connection therewith. The Condominium Association shall

annually inspect all shutters. If any are found to be inoperable (cannot be closed and locked or have significant damage that renders them non-functioning) the Owner shall be notified in writing of the needed repair or replacement and given a reasonable time to return the shutters to operational condition.

- D. No Unit Owner shall make any alterations in those portions of the Condominium Property which are to be maintained by the Condominium Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the Condominium Property or impair any easement, unless otherwise permitted under the terms of this Declaration.
- 2. Article XV is hereby amended as follows:

## XV. COMMON EXPENSES.

Each Unit Owner shall pay the Unit Owner's share of the Common Expenses as more particularly described in Exhibit No. "2" attached hereto and made a part hereof.

A. Common Expenses, as generally defined in Article III of this Declaration and as set forth below in this Article XV, shall include (i) the expenses of the operation and administration of the Condominium, (ii) the expenses of the maintenance, improvement, repair or replacement of the Common Elements (including Limited Common Elements) including, without limitation, such expenses as are required to maintain manufacturer's warranties on portions of the Common Elements and Limited Common Elements and to perform preventative maintenance thereon, (iii) the costs of carrying out the powers and duties of the Condominium Association, (iv) the costs of insurance for officers and directors of the Condominium Association, (v) the costs of in-house communications and security services (if any). (vi) the costs and expenses related to the furnishing of cable television and/or broadband services to Unit Owners and of implementing and complying with any cable television contract entered into by the Condominium Association (if applicable), (vii) expenses related to the retention of storm water, and (viii) any other expense designated as a Common Expense by the Condominium Act, and/or the Condominium Documents.

## (All remaining sections are unchanged.)

- 2. The foregoing amendments to the Declaration of Condominium of Grand Isle of North Hutchinson Island Condominium were adopted by the members by a vote sufficient for approval.
- 3. All provisions of the Declaration Condominium are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has car	
its President, its Secretary and its corporate seal aff	ixed this 19 day of December, 2017.
WITNESSES:	Grand Isle of North Hutchinson Island Condominium Association, Inc.
	By: / f / / / / / / / / / / / / / / / / /
Witness #1 Signature	Stuart Fullerton, President
Witness #1 Printed Name Witness #2 Signature	
Steven Feig Witness #2 Printed Name Witness #1 Signature	By: Roger Schlossberg, Secretary
Joanna Femmerer Witness #1 Printed Name	, , , , , , , , , , , , , , , , , , ,
Witness #2 Signature	
Witness #2 Printed Name	
STATE OF FLORIDA COUNTY OF	
The foregoing instrument was acknowledged before me this Fullerton as President of Grand Isle of North Hutchinson personally known to me or [ ] who has ].	Island Condominium Association, Inc., [ ] who is
Notary Seal  BARBARA J PELTIER  MY COMMISSION # GG 065238  EXPIRES: May 23, 2021  For FLOR  Barbara J PELTIER  MY COMMISSION # GG 065238	Barlara ) Reltier Notary Public

STATE OF FLORIDA MAYYLAND COUNTY OF WIShington	
The foregoing instrument was acknowledged before me t Schlossberg as Secretary of Grand Isle of North Hutchinso personally known to me or [ ] who has p].	his 29 day of November 2017, by Roger island Condominium Association, Inc. who is produced identification [Type of Identification:
Notally NOTARY PUBLIC WASHINGTON COUNTY MARYLAND MY COMMISSION EXPIRES June 28, 2021  CERTIFIC	Notary Public CATE
Grand Isle of North Hutchinson Island Condomir officers, hereby certifies that the amendments to which is attached hereto, were duly and regula Meeting, by a vote sufficient for approval.	tium Association, Inc., by its duly authorized the Declaration of Condominium, a copy of
IN WITNESS WHEREOF, the undersigned has ca its President, its Secretary and its corporate scal aff	
WITNESSES: Witness #1 Signature	Grand Isle of North Hutchinson Island Condominium Association, Inc.  By: Stuart Fullerton President
Witness #2 Signature	C
Struen Feig Witness #2 Printed Name	7.50
Witness #1 Signature	By: Roger Schlossberg, Secretary
Joanna Kemmerer Witness #1 Printed Name	
Witness #2 Signature	

Mitness #2 Printed Name

STATE OF FLORIDA COUNTY OF $S_T = L_D c$ ( ).
The foregoing instrument was acknowledged before me this 19 day of December 2017 by Stuart Fullerton as President of Grand Isle of North Hutchinson Island Condominium Association, Inc., [ L1 who is personally known to me or [ ] who has produced identification [Type of Identification:
Notary Seal  BARBARA J PELTIER  MY COMMISSION # GG 065238  EXPIRES: May 23, 2021  Notary Public  Notary Public
STATE OF FLORIDA MARY LAND COUNTY OF WAShington
The foregoing instrument was acknowledged before me this 29 day of November 2017, by Roger Schlossberg as Secretary of Grand Isle of North Hutchinson Island Condominium Association, Inc. [ ] who is personally known to me or [ ] who has produced identification [Type of Identification:
Notary Scal Notary Public
JOANNA E. KEMMERER  NOTARY PUBLIC  WASHINGTON COUNTY  MARYLAND  MY COMMISSION EXPIRES June 28, 2021

ACTIVE: G08914/102665:10334451\_1\_JCORNETT