

This Instrument Prepared by and Return to:  
Charles W. McKinnon, Esq.  
McKinnon & Hamilton, PLLC  
3055 Cardinal Drive, Suite 302  
Vero Beach, FL 32963  
Courthouse Box #79

3120220053439  
RECORDED IN THE PUBLIC RECORDS OF  
JEFFREY R SMITH, CLERK OF COURT  
INDIAN RIVER COUNTY FL  
BK: 3567 PG: 648 Page 1 of 5 8/29/2022 3:54 PM

**CERTIFICATE OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
OF  
PALM ISLAND PLANTATION NO. 1, A CONDOMINIUM**

**THE UNDERSIGNED**, being the President and Secretary of **Palm Island Plantation No. 1 Condominium Association, Inc.**, a Florida non-profit corporation, hereby certify that at a duly called meeting of all of the Unit Owners of Condominium Units in the above-named Condominium, held on the 11<sup>th</sup> day of August, 2022, in accordance with the requirements of Florida law, and of the Declaration of Condominium of Palm Island Plantation No. 1, a Condominium, as originally recorded in Official Record Book 1649, Beginning at Page 2356, Public Records of Indian River County, Florida, and after the adoption of a Resolution proposing said amendments by the Board of Directors, not less than sixty-seven percent (67%) of the voting interest of the Association affirmatively voted to amend the Declaration of Condominium as hereinafter set out.

**NOW, THEREFORE**, in consideration of the foregoing, the Declaration of Condominium, shall be amended as follows:

**I. Article 11.3** of the above referenced Declaration of Condominium shall be amended to read as follows:

**11.3. USE AND OCCUPANCY OF THE UNITS** is restricted to one family and their guests per Unit only. For purposes of this section the term "family" means one natural person (as opposed to an artificial entity); or a group of two or more natural persons living together, each of whom is related to each of the others by blood, marriage, legal custody, or adoption; or two or more persons not so related, but who reside together as a single housekeeping unit. Children are permitted to reside in the Units. Transient occupancy is prohibited. No rooms may be leased or rented. These use restrictions shall not be construed in such a manner as to prohibit a Unit owner from maintaining his personal professional library, keeping his personal business or professional records or accounts or handling his personal, business or professional telephone calls or correspondence in and from his Unit. Such uses are expressly declared customarily incident to the principal residential use. All guests must be registered with the Association upon arrival and unregistered guests may be denied use of recreational facilities and amenities.

**II. Article 11.7** of the above referenced Declaration of Condominium shall be amended to read as follows:

**11.7. PETS** - Pets owned by Unit Owners shall be as allowed and regulated in the

Uniform Rules and Regulations. Guests and tenants are prohibited from having animals on Condominium Property.

**III. Article 12** of the above referenced Declaration of Condominium shall be amended to read as follows:

**12. LEASE, CONVEYANCE, DISPOSITION** - The purpose and object of this Section is to maintain a quiet, tranquil and single-family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like-mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, the lease, conveyance, and disposal of the Units by owners shall be subject to the following provisions:

**12.1 ASSOCIATIONAL APPROVAL REQUIRED** - No owner may sell, lease, give or otherwise transfer ownership of a Unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the Unit number, the name of the Condominium and the Official Record Book (O.R. Book) and Page numbers in which this Declaration was originally recorded. For all Unit transfers of title, the approval must be recorded simultaneously in the Indian River County, Florida Public Records with the Deed or other instrument transferring title to the Unit.

**12.1.1. DEVISE OR INHERITANCE** - If any Unit owner shall acquire title by devise or inheritance or in any other manner not heretofore considered, the continuance of his ownership shall be subject to the approval of the Association. Such owner shall give the Association notice of the acquisition of his title together with such additional information concerning the Unit owner as the Association may reasonably require together with a copy of the instrument evidencing the owners title. If such notice is not given, the Association at any time after receiving knowledge of such transfer, may approve or disapprove the transfer of ownership.

**12.1.2. LEASES** - This section applies to all occupancies for which consideration has been paid, regardless of whether the occupancy right has been granted pursuant to a license, use right, booking, home sharing, or other arrangement. Unit Owners may not lease their Unit until after they have owned their Unit for at least three hundred sixty-five consecutive days. Approvals of leases and rentals need not be recorded. Only entire Units may be leased. All leases must provide, and if they do not, shall be deemed to provide the agreement of the lessee(s) to abide by all of the Covenants of the Condominium and

Community Associations documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination and eviction and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and attorney's fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the Unit owner shall pay them and such funds shall be secured as a charge and collected as an assessment. Each Unit owner irrevocably appoints the Association as owner's agent authorized to bring actions in owner's name and at owner's expense including injunction, damages, termination and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the Unit owner at or before the commencement of the lease term. The minimum rental period is ninety (90) days. Only one lease or rental may commence during any calendar year. The Lessee must be sponsored by the owner who's Unit is being rented and must provide a completed lease membership application. Lessees cannot sublease Units. The Lessor must provide to the Lessee the front gate clicker and condominium building garage door clicker.

**12.2. APPROVAL PROCEDURE** - The approval of the Association shall be obtained as follows:

**12.3. WRITTEN NOTICE** - Not later than 15 days before the transfer of ownership occurs, or the first day of occupancy under a lease or rental, legal written notice shall be given the Association by the owner of his intention to sell or transfer his interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. Owners and lessees must personally sign the lease application which shall guarantee the lessee's adherence to the Association's Covenants and Restrictions, including, but not limited to, the requirement that vehicles be placed in assigned garages overnight, and the Covenants and Restrictions of Palm Island Plantation Community Association, Inc. If an owner intending to lease their unit has any unpaid financial obligations to the Association, the lease application will not be approved. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed the highest amount permitted by law from time to time. The Association may require that a prospective lessee place a security deposit, in an amount not to exceed the highest amount permitted by law, to protect against damages to the common elements or Association Property.

**12.4. ASSOCIATION'S OPTIONS** - The Association must, within 15 days after receipt of all the information required above, either approve, disapprove for cause, or, except in the case of disapproval for cause, upon the written demand of the owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the owner must sell to such alternate or to the Association upon the same terms set forth in the proposal given the Association or the owner may withdraw his proposed sale. In exercising

its power of disapproval, the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation and proper operation of the Condominium and the purposes as set forth at the beginning of this Section 12. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide and alternate purchaser or made an election to purchase the Unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand, provide a recordable certificate of approval;

**12.5. CLOSING. DATE** - The sale shall be closed within 60 days after an alternate purchaser has been furnished or the Association has elected to purchase;

**12.6. NOTICE OF DISAPPROVAL** - If the Association disapproves the proposed transaction, notice of disapproval shall be promptly sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any lease until such time as all unpaid assessments and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the Unit have been paid.

**12.7. JUDICIAL SALES** - Are exempt from this Section.

**12.8. UNAPPROVED TRANSACTIONS** - Any transaction which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

**IN WITNESS WHEREOF**, the undersigned President and Secretary of the Association have executed this Certificate of Amendment to Declaration of Condominium, this 23 day of August, 2022.

**PALM ISLAND PLANTATION NO. 1  
CONDOMINIUM ASSOCIATION, INC.**

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

President

Print Name: \_\_\_\_\_

CYNTHIA CORY

(CORPORATE SEAL)

ATTEST:

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

Secretary

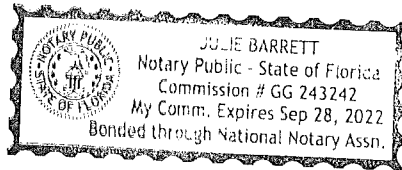
Print Name: \_\_\_\_\_

Lois Mc Namara

STATE OF Florida  
COUNTY OF Indian River

I HEREBY CERTIFY that before me, a Notary Public, personally appeared in physical presence Cynthia Cory, the President of Palm Island Plantation No. 1 Condominium Association, Inc., who ☐ has produced \_\_\_\_\_ as identification or ☒ who is personally known to me to be the person described in the foregoing instrument and who has acknowledged before me that he/she executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 23<sup>rd</sup> day of August, 2022.

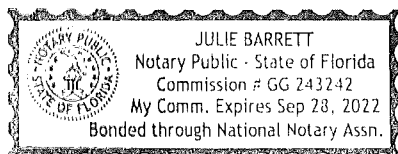


Julie Barrett  
Name: Julie Barrett  
Notary Public, State of \_\_\_\_\_  
(Affix Seal)

STATE OF Florida  
COUNTY OF Indian River

I HEREBY CERTIFY that before me, a Notary Public, personally appeared in physical presence Lois McNamara, the Secretary of Palm Island Plantation No. 1 Condominium Association, Inc., who ☐ has produced \_\_\_\_\_ as identification or ☒ who is personally known to me to be the person described in the foregoing instrument and who has acknowledged before me that he/she executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 23<sup>rd</sup> day of August, 2022.



Julie Barrett  
Name: Julie Barrett  
Notary Public, State of \_\_\_\_\_  
(Affix Seal)