

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

2072880
THIS DOCUMENT HAS BEEN
RECORDED IN THE PUBLIC RECORDS
OF INDIAN RIVER COUNTY FL
BK: 2426 PG:2304, Page1 of 3
06/18/2010 at 03:31 PM,

JEFFREY K BARTON, CLERK OF COURT

**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 13th day of April, 2010, 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 members 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:

17. **ENFORCEMENT OF ASSESSMENT LIENS** – The making and collection of assessments against unit owners for common expenses will be pursuant to the Bylaws of the Association, as supplemented by the following provisions:

17.1 **SHARE OF COMMON EXPENSE.** Each Unit owner will be liable for a proportionate share of the common expenses, and will share in the common surplus, as provided for in Article 6 of this Declaration.

17.2 **Interest. Application of Payments.** Assessments and installments on such assessments, which are paid on or before fifteen (15) days after the date when due, will not bear interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear interest at the rate of fifteen percent (15%) per annum from the date when due until paid. All payments upon account will be first applied to interest, the costs of collection and then to the assessment payment first due.

17.3 **Lien for Assessments.** The Association will have a lien upon each Unit for any unpaid assessments, together with interest. Reasonable attorney's fees incurred by the Association incident to the collection of such assessments or for the enforcement of such liens, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien will be payable by the Unit owner and secured by such liens.

17.4 Collections and Foreclosure. The Association may take such action as it deems necessary to collect assessments by personal action against the Unit owner, or by enforcing and foreclosing said liens, and may settle and compromise the same, if in the best interests of the Association. The Association, through its Board of Directors, will be entitled to bid at any sale held pursuant to a suit to foreclose any lien; and at any sale held pursuant to a suit to foreclose an assessment lien, it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of the foreclosure of an assessment lien, the owner of a Unit subject to the lien may be required to pay a reasonable rental, in the court's discretion, for the Unit to the Association from the date the foreclosure action is commenced, and the Association shall be entitled to the appointment of a receiver to collect the same.

17.6 Liability of Mortgage. When the mortgagee of a first mortgage of record, acquires title to a Unit as a result of foreclosure, such acquirer of title, will not be liable for the share of common expenses or assessments by the Association pertaining to such Unit or chargeable to the former owner of such Unit which became due prior to such acquisition of title except as otherwise provided by Florida law.

17.7 Assignment of Claim and Lien Rights. The Association will have the right to assign its claim and lien rights for the recovery of any unpaid assessment to any Unit owner or group of Unit owners, or to any third party.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendment to Declaration of Condominium, this 9 day of June, 2010.

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

By: Rebecca S Allen
President
Print Name: REBECCA S ALLEN

(CORPORATE SEAL)

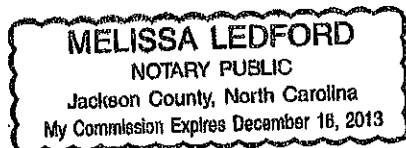
ATTEST:

By: Rachelle S Gordon
Secretary
Print Name: RACHELLE S GORDON

STATE OF NC
COUNTY OF Jackson

I HEREBY CERTIFY that before me, a Notary Public, personally appeared Rebecca S. Allen, the President of Palm Island Plantation No. 1 Condominium Association, Inc., who ☒ has produced FLDL A450-737-42-551-D as identification or ☐ who is personally known to me to be the persons 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 9 day of June, 2010.

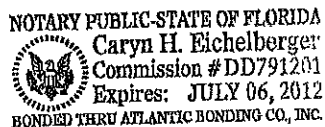


Melissa Ledford
Name: Melissa Ledford
Notary Public, State of NC
(Affix Seal)

STATE OF Florida
COUNTY OF Indian River

I HEREBY CERTIFY that before me, a Notary Public, personally appeared Rachelle S. Gordon, the Secretary of Palm Island Plantation No. 1 Condominium Association, Inc., who ☒ has produced Drivers' License as identification or ☐ who is personally known to me to be the persons 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 14th day of June, 2010.



Caryn H. Eichelberger
Name: Caryn H. Eichelberger
Notary Public, State of FL
(Affix Seal)