

**CERTIFICATE OF NINTH AMENDMENT TO DECLARATION OF
CONDOMINIUM OF PARK SHORES I, A CONDOMINIUM**

IN THE RECORDS OF
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA

The undersigned, being the President and Secretary of PARK SHORES OF INDIAN RIVER SHORES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby certify that at a meeting of all of the unit owners of condominium units in the above-named condominium, duly held 16th day of February, 2000, in accordance with the requirements recorded in Official Book 623, Page 0216, amended by First Amendment to Declaration of Condominium, recorded in Official Record Book 625, Page 2568, Second Amendment to Declaration of Condominium, recorded in Official Record Book 630, Page 2241, Third Amendment to Declaration of Condominium, recorded in Official Record Book 632, Page 908, Fourth Amendment to Declaration of Condominium, recorded in Official Record Book 844, Page 1047, Fifth Amendment to Declaration of Condominium, recorded in Official Record Book 892, Page 1992, Sixth Amendment to Declaration of Condominium, recorded in Official Record Book 1057, Page 0076, Seventh Amendment to Declaration of Condominium, recorded in Official Record Book 1131, Page 2587, and Eighth Amendment to Declaration of Condominium, recorded in Official Record Book 1210, Page 2946 of the Public Records of Indian River County, Florida, after the adoption of a resolution proposing said amendment by the Board of Directors, the unit owners in the aforementioned condominium affirmatively voted to amend the Declaration of Condominium as set forth.

Paragraph 8.b.(1), and Paragraph 17.b of the Declaration of Condominium shall be amended by adding a paragraph to read as follows: Additions are underlined and deletions are marked through with hyphens.

- I. 8.b.(1) Exterior building wall – the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the building bounding a Unit and fixtures thereon; and when there is attached to the building a deck, balcony, loggia, terrace, porch, canopy awning, stairway or other portion of the building serving only the Unit being bounded, except and excluding, however, external access stairways, such boundaries will be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon; and there shall be included with each Unit the exterior doors and windows appurtenant to same.

- II. 17.b Maintenance and repair by Unit Owners. Every Unit Owner must perform promptly all maintenance and repair work ~~within~~ upon his Unit which, if omitted, would affect the Condominium in its entirety or affect any part belonging to other Unit Owners, being expressly responsible for the damages and liability which his failure to do so may engender. Each Unit Owner shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment and all other mechanical systems serving only his Unit, stoves, refrigerators, fans or other appliances or equipment, including any fixtures and/or their connections required to provide water, light power, telephone, sewage and sanitary services to his Unit and which may now or hereafter be situated in his Unit or be for the purpose of serving only his Unit. Such Unit Owner shall further be responsible and liable for maintenance, repair and replacement of any and all interior wall, ceiling and floor exterior surfaces, windows, painting, decorating and furnishings, and all other accessories which such Unit Owner may desire to place or maintain in his Unit. The Association may, at the unit owner's expense, provide maintenance and repair work upon a unit which if not performed, in the opinion of the Board of Directors, would affect the condominium in its entirety or affect any part belonging to other unit owners. In the case of an emergency, Association maintenance and repairs of a unit may be made without notice to the unit owner. In all other instances the Association shall give no less than fourteen (14) days written notice of the Board's proposed action. Any expenses incurred by the Association for the maintenance or repair of a unit may be treated as an assessment upon the unit maintained or repaired by the Association, shall be a lien on the unit and the personal obligation of the owner, and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for other assessments of the Association, and shall be subordinate to mortgage liens. Wherever the maintenance, repair and replacement of any items which a Unit Owner is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by Association shall be used for the purpose of making such maintenance, repair or replacement, except that such Unit Owner shall be, in

Prepared by:
Janette Mackesy
Ellen Merrill Community Management
1105 - 12th Street
Vero Beach, Florida 32960

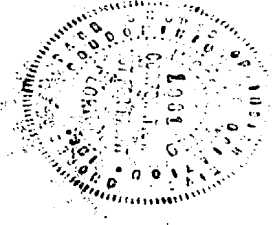
10.50
1198612

00 MAY -9 PM 1:46

OR 1332P60352

said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. The floor and interior walls of a terrace, patio, balcony or loggia appurtenant to a Unit, shall be maintained by the Unit Owner at his expense; provided that a Unit Owner shall not build, furnish or otherwise decorate or change in any manner the appearance of any portion of the exterior of the Unit owned by him or the building within which the Unit is located without the prior written consent of the Association.

IN WITNESS WHEREOF, the undersigned President and Secretary of PARK SHORES OF INDIAN RIVER SHORES CONDOMINIUM ASSOCIATION, INC., have executed the Certificate of Amendment to Declaration of Condominium, this 19 day of April, 2000.



PARK SHORES OF INDIAN RIVER SHORES
CONDOMINIUM ASSOCIATION INC.

BY:

Louis E. Buck
President

ATTEST:

BY:

Mary R. Hatfield
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Louis E. Buck and Mary Margaret Glatch, personally known to me or presented the following identification _____.

WITNESS my hand and official seal in the State and County last aforesaid, this 19 day of April, 2000.

Mary R. Hatfield
Notary Public
Mary R Hatfield
My Commission CC66512
Expires July 27, 2001

Printed Name of Notary

OR 1332PG0353