

This Instrument Prepared by:
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PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
PALM ISLAND, PHASE 2**

THE UNDERSIGNED, being duly elected and acting President and Secretary, respectively, of PALM ISLAND PHASE 2 COMMUNITY ASSOCIATION, INC., a non-profit Florida corporation, do hereby certify that the resolutions set forth below were approved, evidenced by a written statement or ballot manifesting their intention that such amendment be adopted. The resolution was approved and adopted by the votes indicated for the purposes of amending the Declaration of Covenants, Conditions and Restrictions for Palm Island, Phase 2, as originally recorded in Official Records Book 3750, page 3673 *et. seq.*, and as may have been subsequently amended in the Public Records of Lee County, Florida.

1. The following resolutions were approved by at least at least sixty-six and two-thirds (66-2/3rds) of the voting members present, in person or by proxy and voting at a duly noticed meeting of the Association:

RESOLVED: That the Declaration of Covenants, Conditions and Restrictions for Palm Island, Phase 2 be and is hereby amended, and the Amendment to the Declaration of Covenants, Conditions and Restrictions for Palm Island, Phase 2 is in the form attached hereto as Exhibit "A."

RESOLVED: That the officers and directors are hereby instructed and authorized to execute the aforementioned document and cause it to be filed of Public Record, together with a Certificate of Amendment.

Dated this 1st day of June, 2010.

WITNESS #1:

Rebecca L Chapman
REBECCA L CHAPMAN
Printed Name of Witness

**PALM ISLAND PHASE 2
COMMUNITY ASSOCIATION, INC.**

By: [Signature]
Print Name: LAWRENCE F STRUZIK
Title: President

WITNESS #2

Valerie Maynard
Valerie Maynard
 Printed Name of Witness

Attest: Sandy Richardson
 Print Name: Sandy Richardson
 Title: Secretary

STATE OF FLORIDA)
 COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 1st day of June, 2010, by Laurence Struzik, President of Palm Island Phase 2 Community Association, Inc., a non-profit Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification and did not take an oath.

(SEAL)



Patricia Fine
 Notary Public

PATRICIA FINE
 Printed Name of Notary

STATE OF FLORIDA)
 COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 1st day of June, 2010, by Sandy Richardson, Secretary of Palm Island Phase 2 Community Association, Inc., a non-profit Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification and did not take an oath.

(SEAL)



Patricia Fine
 Notary Public

PATRICIA FINE
 Printed Name of Notary

PALM ISLAND, PHASE 2 - CERTIFICATE OF AMENDMENT

EXHIBIT "A"
AMENDMENTS
TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
PALM ISLAND, PHASE 2

The Declaration of Covenants, Conditions and Restrictions for Palm Island, Phase 2 ("Declaration") shall be amended as follows (otherwise, all other provisions shall remain the same):

(NOTE: Underlined language is added and ~~cross through~~ language is deleted).

1. Section 9.1 of this Declaration shall be amended as follows:

9.1 Creation of Lien. Each owner, by acceptance of a deed to a Lot or Living Unit, covenants and agrees to pay to the Community Association:

(A) Annual Assessments.

(B) Special Assessments.

(C) Service Assessments and other fees or charges (including fines) imposed against one or more Lots, Living Units, Tracts or Parcels, as provided for elsewhere in this Declaration, and in the Bylaws of the Community Association.

(D) System Assessments (e.g., Broadband Telecommunications, internet access, security, Bulk Service Cable Television).

(E) Irrigation, water utility and lawn maintenance assessments, if any.

(F) Initial Capital Assessments, Resale Capital Assessments and Community Irrigation Fees.

(G) Except as otherwise ~~provided in Section 13.2 below as to certain mortgagees, and except as~~ provided in Section 9.2 below as to the Declarant and Developers, no owner may avoid or escape liability for the assessments or charges provided for herein by non-use or abandonment of his Lot, Living Unit, Tract, Parcel, or the Common Areas, or otherwise.

(H) Assessments shall be fixed, levied, established and collected as provided herein, and in Section 7 of the Bylaws.

(I) The owner of each Lot or Living Unit, regardless of how title was acquired, is liable for all assessments coming due while he is the owner. Multiple owners are jointly and severally liable. ~~Except as provided in Section 13.2 below, w~~Whenever title to a Lot or Living Unit is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all assessments unpaid at the time of the transfer, regardless of when incurred, without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner.

(J) No land shall be subject to assessment by the Community Association if it is a Common Area, or it is owned by or dedicated to the County or other governmental agency, and used for a public purpose. Only Lots and Living Units shall be subject to assessment.

2. Section 9.11 of this Declaration shall be amended as follows:

9.11 Priority of Lien. Unless otherwise provided by Florida law as amended from time to time, the Community Association's lien for unpaid assessments and charges shall have ~~the same~~ priority with respect to first mortgagees holding mortgages on Lots and Living Units ~~the lien of a condominium association for unpaid assessments under Section 718.116, Florida Statutes, as provided under Section 720.3085, Florida Statutes, as amended from time to time, has with respect to first mortgagees or other acquirers of title through the first mortgage.~~ The Community Association's lien shall be superior to, and take priority over, all other mortgages regardless of when recorded. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Community Association, regardless of when the lease was executed. Notwithstanding anything to the contrary elsewhere herein, the provisions of Section 720.3085, Florida Statutes, as amended from time to time, shall apply and govern as it relates to the obligation to pay past due, unpaid assessments, including the liability of first mortgagees who acquire title through foreclosure or deed in lieu of foreclosure.

3. Section 13.2 of this Declaration shall be amended as follows:

~~**13.2 Mortgage Foreclosure.** Except as otherwise provided by Florida law as amended from time to time, if an Institutional Mortgagee acquires title to a Lot, Living Unit, Tract or Parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such mortgagee shall not be liable for the Community Association assessments or charges attributable to the Lot, Living Unit, Tract or Parcel, or chargeable to the former owner, which came due prior to the mortgagee's acquisition of title. Any unpaid assessment or charges for which such acquirer is exempt from liability becomes an expense collectible from all owners, including such acquirer and his successors and assigns. No owner or acquirer of title to a Lot, Living Unit, Tract or Parcel by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his ownership, be excused from the payment of any assessments or charges coming due during the period of such ownership.~~