

E. AND THEREFORE, ARTICLE XII. MAINTENANCE, 12.1 Association Responsibility, is hereby amended to eliminate ambiguities in the documents of the Association, and reads as follows:

"XII. MAINTENANCE. 12.1 Association Responsibility. In addition to specific obligations set forth herein, the Association shall maintain, repair and restore all Common Property, including, without limitation, maintenance, repair and replacement of all Common Area landscaping, irrigation system, structures, common roads, rights of way, Stormwater Management System, any water and any sewer system and any and all improvements set thereupon and shall perform or cause to be performed landscape maintenance on the Lots. The Association shall assume the maintenance responsibilities set forth in any amendment or supplemental Declaration affecting all or part of the Property."

F. AND THEREFORE, ARTICLE VIII. LIABILITY - GENERALLY, 8.4 Landscape Liability, is hereby amended to eliminate ambiguities in the documents of the Association, and reads as follows:

"VIII. LIABILITY - GENERALLY. 8.4 Landscape Liability. The Association shall use reasonable efforts to maintain the lawns and shrubbery constituting the landscaping on the Lots and Common Property but shall, in no manner, be deemed to be an insurer or guarantor of the landscaping. All costs of replacement of trees, plants and shrubs on Common Property shall be borne by the Association, while all costs of replacement of trees, plants and shrubs on individual Lots will be borne by the Owner."

G. AND THEREFORE, ARTICLE IV. ASSESSMENT, 4.2 Purpose of Assessments, is hereby amended to eliminate ambiguities in the documents of the Association, and reads as follows:

"IV. ASSESSMENT. 4.2 Purpose of Assessments. The Association will operate a landscape Maintenance Program wherein Owners will have the grass, trees and shrubbery on the Lot maintained, fertilized, mulched and irrigated by the Developer and/or company which provides such service for the Common Property of the Association. The cost of such service may vary depending on the size of the Lot and type of landscaping installed thereupon. The cost will be established by the Board and as established from time to time will constitute the Landscape Maintenance Assessments. All references to Landscape Maintenance Assessment unless set forth to the contrary.

H. AND THEREFORE, ARTICLE IV. ASSESSMENT., 4.4 Uniform Rate and Maximum Amount of Assessment, is hereby amended to eliminate

ambiguities in the Association documents, and reads as follows:

"IV. ASSESSMENT. 4.4 Uniform Rate and Maximum Amount of Assessment. All regular Annual Assessments except Landscape Maintenance Assessment will be at a uniform rate for each Lot. The maximum amount of Annual Assessment for any calendar year during which the Developer controls the Association by electing a majority of the members of the Directors will not exceed fifteen percent (15%) per annum. Landscape Maintenance Assessment may vary based upon the charges made by service providers. Upon termination of the Developer's control of the Association, the assessment may be increased by an amount as determined by the Board of Directors."

I. AND THEREFORE, ARTICLE VI. RESTRICTIONS, 6.30 Enforcement Procedure, (a), (b) and (c) are hereby amended to bring in compliance with Florida Statute of June 14, 1955, 617.305 OBLIGATIONS OF MEMBERS, REMEDIES AT LAW OR IN EQUITY, LEVY OF FINES AND SUSPENSION OF USE RIGHTS, FAILING TO FILL SUFFICIENT NUMBER OF VACANCIES ON BOARD OF DIRECTORS TO CONSTITUTE A QUORUM, APPOINTMENT OF RECEIVER UPON PETITION OF ANY MEMBER, and reads as follows:


"ARTICLE VI. RESTRICTIONS, 6.10 Enforcement Procedure.

(a) The Association shall give written notice to the Owner or Occupant of the infraction or infractions at least fourteen (14) days before fine or suspension is imposed. The Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities, and may levy reasonable fines.

(b) In the fourteen (14) days before fine or suspension is to be imposed, the person sought to be fined or suspended has the opportunity for a hearing before a committee of at least three members appointed by the Board, to be known as "Appeals Committee". The Appeals Committee members may not be an officer, director or employee of the Association, or a relative of an officer, director or employee of the Association. If the Appeals Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(c) The Board of Directors may impose fines against the applicable Lot or Dwelling Unit up to the maximum amount of \$50.00 per incident.

Except as modified herein, all terms and conditions of the Declaration of the Association remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned sets its hand and seal on this 5th day of October, 2000.

PALM ISLAND HOME OWNERS ASSOCIATION, INC.

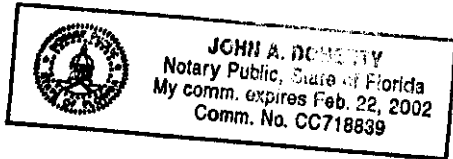
(corporate seal)

BY: Jo Marshall
Jo Marshall, Its President
and

BY: Judi Roth
Judi Roth, Its Vice President

STATE OF FLORIDA)
COUNTY OF LEE) SS

The foregoing instrument was acknowledged before me by Jo Marshall, the President, and Judi Roth, the Vice President of Palm Island Home Owners Association, Inc., a Florida not-for-profit corporation on behalf of this corporation.



John A. Donnelly
Notary Public
My commission expires: 2/22/02