INSTR # 4978406

FOURTH AMENDMENT OR BK 03313 PG 0497

DECLARATION OF PROTECTIVE COVENANGER IS GREEN FOR COURT
RESTRICTIONS AND EASEM FOR FOUNTY
OF RECORDED 10/09/00 01:14 PM
COVENANGER IS GOVERNOUS FEE 19.50

PALM ISLAND HOME OWNERS ASSOCIATION, INC.

THIS AMENDMENT is made this 5th day of day of by PALM ISLAND HOME OWNERS ASSOCIATION, INC. 2000

RECITALS

- A. WHEREAS, the Declaration of Protective Covenants, Conditions, Restrictions and Easements (hereinafter referred to as "Declaration") of Palm Island Home Owners Association, Inc. (hereinafter referred to "Association"), are recorded in Official Records Book 47, pages 56-63 of the public records of Lee County, Florida.
- B. WHEREAS, pursuant to ARTICLE XIII AMENDMENTS, 13.1 of the Articles of Incorporation of the Association, amendments shall be approved by the Board of Directors, proposed by them to the members and approved at any meeting by the holders of record. On March 22, 2000 Amendments to the Declaration of the Association were delivered to members entitled to vote, and at an Association membership meeting on April 25, 2000, the membership voted by more than a two-thirds (2/3) vote to amend the Declaration.
 - C. THEREFORE, ARTICLE VI. RESTRICTIONS., 6.12 Antennas, is hereby amended to bring said Declaration in compliance with Federal regulations, and reads as follows:
 - "VI. RESTRICTIONS. 6.12 Antennas. Satellite dishes and antennas, and antennas designed to receive television broadcast signals, of a size no larger than that established by Federal or State regulations for single family dwellings in an Association will be permitted by individual Lot Owners. Placement will be as unobtrusive as possible without prohibiting the receiving of an acceptable quality signal from an antenna. No other exterior apparatus will be permitted by individual Lot Owners unless so established at a later date by Federal or State regulations."
 - D. AND THEREFORE, ARTICLE III. THE ASSOCIATION, 3.1 Membership, of the Declaration is amended to bring said Declaration in compliance with Florida Statute of June 14, 1995, 617.301 Homeowners' Associations; definitions, and reads as follows:
 - "III. THE ASSOCIATION. 3.1 Membership. Each current and future Lot Owner will, during the period of ownership, be a member of the Association. A member may be represented by a designated person or an association representing Lot Owners or a combination thereof. Each Lot Owner, or designated representative thereof, will be entitled to vote all matters coming before the membership as provided in the Articles and By-Laws.

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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.

<u>am</u>

OR BK 03313 PG 0500

IN WITNESS WHEREOF, the undersigned sets its hand and seal on this _______, day of _________, 2000.

PALM ISLAND HOME OWNERS ASSOCIATION, INC.

(corporate seal)

Jo Marshall, Its President

and

Judi Roth, Its Vice President

STATE OF FLORIDA) 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.

JGHII A. DCMCTAY

Notary Public, State of Fforida
My comm. expires Feb. 22, 2002

Comm. No. CC718839

Motary Public

My commission expires: