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AMENDMENT
TO REVISED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS

THIS AMENDMENT TO REVISED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") made this 19th day of MARCH, 2001, by PALM GARDENS CLUB HOMEOWNERS ASSOCIATION, a Florida corporation not for profit (hereinafter called the "Association").

Carl Bohne
1803 Airport Blvd
Melbourne, FL 32901

WITNESSETH

WHEREAS, the Association is incorporated under the laws of the State of Florida, as a not-for-profit corporation; and

WHEREAS, the Declarations provide that the Association may Amend the Declaration by a majority vote of the members who are voting in person or by proxy at an annual meeting; and

WHEREAS, an annual meeting of the Association was held on March 19th, 2001 and a majority of the members present approved an Amendment to the Declaration.

NOW THEREFORE, the Association declares that the Revised and Restated Declaration of Covenants and Restrictions dated August 2nd, 2000 are amended as follows:

ARTICLE V

Section 10. Is hereby amended to include a new paragraph which said paragraph is to read as follows:

"In addition to any other remedy provided for in these declarations, the owner of any living unit hereby assigns to the Association the right to receive any and all rental payments the owner is entitled to receive from any tenant who is leasing the owners living unit in the community. The said assignment shall be for the purpose of satisfying any monetary judgement

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 2	
Trust: 1.50	Rec: 9.00	Serv: 0.00
Deed: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

obtained by the Association against a unit owner for any amounts which are due and owing under these declarations and for delinquent annual or special assessments, attorney's fees, costs and expenses incurred by the Association regardless of whether a judgement is obtained by the Association. The Association shall give both the tenant and the owner at least ten (10) days written advanced notice of its intent to enforce this Assignment for monies which the unit owner becomes obligated to pay to the Association. In the event that the owner or the tenant interferes with the Associations right to receive the assigned lease payments herein then the Association shall have the right to enforce this provision either at law or equity and shall be entitled to an award of costs, attorneys fee and expenses whether litigation be brought or not".

IN WITNESS WHEREOF, the President and Secretary of the corporation have executed this Amendment on the day and year first written above.

PALM GARDENS CLUB
HOMEOWNERS ASSOCIATION, INC.

Edward G. Spitz
Witness

By: Chris A. White
Chris White, President

Grace A. Spitz
Witness

ATTEST:



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By: James McNulty
James McNulty, Secretary
Palm Gardens Club
Homeowners Association Inc.

STATE OF FLORIDA)
COUNTY OF BREVARD)

SWORN AND SUBSCRIBED before me by CHRIS WHITE and JAMES MCNULTY, this 19th day of March, 2001 who are personally known to me.



Brenda Keathley
MY COMMISSION # CC735535 EXPIRES
April 20, 2002
BONDED THRU TROY FAJN INSURANCE, INC.

Brenda Keathley
Notary Public