

This Instrument Prepared by and Return to:
Charles W. McKinnon, Esq.
3055 Cardinal Drive, Suite 302
Vero Beach, FL 32963
Courthouse Box #79

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND LIMITATIONS FOR
THE GARDEN HOMES AT GROVE ISLE**

THE UNDERSIGNED, being the President and Secretary of **THE GARDEN HOMES AT GROVE ISLE ASSOCIATION, INC.**, a Florida non-profit corporation, hereby certify that at a duly called meeting of all of the lot owners of **The Garden Homes at Grove Isle**, held on the 15th day of October, 2008, in accordance with the requirements of Florida law, and of the Declaration of Covenants, Conditions, Restrictions and Limitations for **THE GARDEN HOMES AT GROVE ISLE**, as originally recorded in Official Record Book 792, Beginning at Page 0036, Public Records of Indian River County, Florida, not less than three-fourths (3/4) of the members of the Association present at the meeting affirmatively voted to amend the Declaration of Covenants, Conditions, Restrictions and Limitations as hereinafter set out.

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Covenants, Conditions, Restrictions and Limitations, shall be amended to read as follows:

Article XI Insurance shall be amended to read as follows:

Section 1. Purchase of Insurance. The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Properties, including, but not limited to, the Garden Homes, together with such other insurance as the Association deems necessary, in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Owners, without naming them, and as agent for their mortgagees.

a. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter described, and all policies and endorsements thereon shall be deposited with the Insurance Trustee.

b. For the purposes of this and the following Article, all buildings within the Properties shall collectively be deemed one building and shall include any additional buildings as a part thereof which may hereafter become a part of the Properties.

Section 2. Coverage.

a. Casualty. All buildings and improvements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Properties shall be insured, said value to be determined annually by the Board of Directors. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the buildings described in this subparagraph.

- a. including, but not limited to, vandalism and malicious mischief.
- b. Public liability in such amounts and with such coverage as shall be required by the Board of Directors, including, but not limited to, hired automobile and non-owned automobile coverages, including a cross liability endorsement to cover liabilities of the Owners as a group to an Owner.
- c. Worker's compensation insurance meeting all the requirements of the laws of Florida.
- d. Directors' and officers' liability insurance, if available.
- e. Such other insurance as the Board of directors shall determine from time to time to be desirable including, without limitation, such insurance as may be required by any agency of the United States government which holds a first mortgage encumbering a Garden Home or insures to the holder thereof the payment of the same.

Section 3. Premiums. Premiums upon insurance policies purchased by the Association shall be assessed by the Association against the Owners as part of the Common Expenses.

Section 4. Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Owners and their Mortgagees, as their interests may appear; and shall provide that all proceeds covering property losses shall be paid to the Association. The

Association shall receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Owners and their mortgagees in the following shares, which shares need not be set forth on the records of the Association:

a. Common Properties. Proceeds on account of damage to Common Properties – an undivided share for each Owner, such share being the same as the undivided share in the Common Expenses appurtenant to his Garden Home.

b. Garden Homes. Proceeds on account of damage to Garden Homes shall be held in the following undivided shares:

(1) When the Building is to be restored, for the owners of damaged Garden Homes in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Association;

(2) When the Building is not to be restored, an undivided share for each Owner, such share being the same as the undivided share in the Common Expenses appurtenant to his Garden Home.

c. Mortgages. In the event a mortgagee endorsement has been issued as to a Garden Home, the share of the Owner of that home shall be held in trust for the mortgagee and the Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Owner and mortgagee pursuant to the provisions of this Declaration.

Section 5. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

a. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of any Garden Home and may be enforced by such mortgagee.

b. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners whereof,

remittance to Owners and their mortgagee being payable jointly to them. This is a covenant for the benefit of any mortgagee of any Garden Home and may be enforced by such mortgagee.

c. Certificate. In making distributions to Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to the names of the Owners and their respective shares of the distribution.

Section 6. Association as Agent. The Association is hereby irrevocably appointed agent for each Owner, for each holder of a mortgage or other lien upon a Garden Home and for each owner of any other interest in the Properties with power to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 7. Owner's Obligation. Each Owner shall have the obligation to purchase public liability insurance to protect himself against claims due to accidents within his Garden Home, and casualty insurance on the contents within said Garden Home. In addition, he should review the coverage of the Association to determine any additional insurance that may be advisable for him to purchase.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendment to Declaration of Covenants, Conditions, Restrictions and Limitations, this 5th day of November, 2008.

**THE GARDEN HOMES AT GROVE ISLE
ASSOCIATION, INC.**

By: Marjorie Argyropoulos
President

Print Name: Marjorie Argyropoulos

(CORPORATE SEAL)

ATTEST:

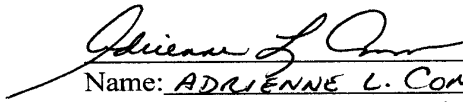
By: Janet L. Fetzer
Secretary


Print Name: Janet L. Fetzer

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

I HEREBY CERTIFY that before me, a Notary Public, personally appeared Marjorie Argyropoulos and JANET L. FETZER, respectively the President and Secretary of The Garden Homes at Grove Isle Association, Inc., who ☐ have produced _____ as identification or ☒ who are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 5th day of NOVEMBER, 2008.


Name: ADRIENNE L. COMEGYS
Notary Public, State of Florida
(Affix Seal)

NOTARY PUBLIC-STATE OF FLORIDA
 Adrienne L. Comegys
Commission # DD507121
Expires: FEB. 13, 2010
Bonded Thru Atlantic Bonding Co., Inc.