

FIFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF  
PALM COURT CONDOMINIUM  
BYLAWS AND RULES AND REGULATIONS OF PALM COURT CONDOMINIUM

This Fifth Amendment to the Declaration of Condominium of Palm Court Condominium and it's Bylaws and Rules and Regulations made this 14 of July, 1988, by MARTIN E. ORLANDO, the President of the Board of Directors of the Association and by CATHI GRUST, the Association's Secretary and Board Member.

WITNESSETH

Whereas, LANDA AT CORAL SPRINGS, INC., and PALM COURT CONDOMINIUM ASSOCIATION, INC. , Did on or about August 2, 1984, execute the original Declaration of Condominium, Bylaws and Rules and Regulations of Palm Court Condominium, which was recorded on or about September 6<sup>th</sup> , 1984, to wit:

PALM COURT CONDOMINIUM , a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 11979, at Page 88, of the Public Records of Broward County, Florida, together with all the appurtenances thereto, including it's percentage of undivided interest and the common elements and surplus of said Condominium, as set forth in the Declaration, Said describing land, situated, lying and being in Broward County, Florida.

WHEREAS, paragraph six (b) of the Declaration of Condominium allows for amendments of said Declaration of Condominium, Bylaws and Rules and Regulations; and

WHEREAS, all of the terms, conditions, specifications and requirements have been met or such amendments; and

WHEREAS, a duly noticed, proper Board of Directors meeting was held pursuant to the applicable governing clauses contains within the Declaration of Condominium and Bylaws, and the Board of Directors unanimously adopted and does not adopt and hereby place into the Public Records of Broward County, the following amendment to the Declaration of Condominium, Bylaws and Rules and Regulations of Palm Court; and

WHEREAS, the First Amendment to the Declaration of Condominium of Palm Court Condominium was filed on May 21, 1985 in Official Records Book 12550 at Page 239 and said Amendment did in part address the Default in payment of assessments of paragraph 13.2 of the Declaration of Condominium and then again, in the second Amendment, to the Declaration of Condominium of Palm Court recorded April 7, 19C6, in Official Records Book 13305, Page 434 of the Public Records of Broward County, Florida did further address paragraph 13.2 of the Declaration of Condominium and at the above referenced meeting, duly called, properly noticed, and held on June 16, 1988. The following Amendments to the Declaration of Condominium; , first Amendment to the Declaration of Condominium and Second Amendment to the Declaration of Condominium is hereby adopted and placed into the records of Broward County, Florida:

13. Collection of Assessments,

13.2 Default in Payment of Assessments.

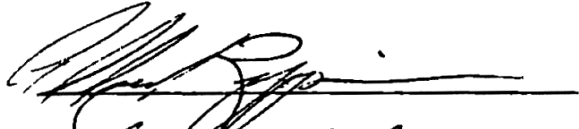
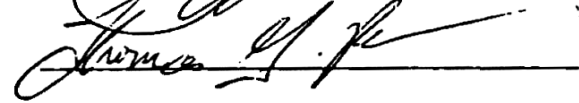
Assessments and installments thereof not paid by five (5) P. M. on the tenth day from the date due shall bear interest at the highest lawful rate from the due date until paid and shall incur a late fee in the amount of \$25.00. The Association has a lien on each condominium parcel for any unpaid assessments of said parcel, with interest and for reasonable attorney's fees and costs incurred by the Association incident to the collection of assessments or enforcement of a lien. The lien is effective from and after recording a claim of lien in the Public Records of the County, stating the description of the condominium parcel, the name of the record owner, the amounts due and the due dates. The lien is in effect until all sums secured by it have been fully paid or until barred by law. The claim of Lien includes only assessments which are due when the claim is recorded, together with such other sums specified herein. A claim of Lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of lien. The Association may bring an action in its name to foreclose a lien for unpaid assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid assessments without waiving any claim of lien.

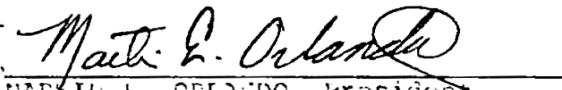
THE REMAINDER OF THE DOCUMENT REMAINS INTACT. END OF AMENDMENTS

IN WITNESS WHERE, THIS 14th DAY OF JULY, 1988, THIS FIFTH AMENDMENT TO THE DECLARATION OF CCKDOKIUIOM A1JD BYLAWS AND RULES AND REGULATIONS OF PALM COURT CONDOMINIUM HAS BEEN EXECUTED.

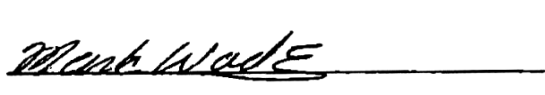
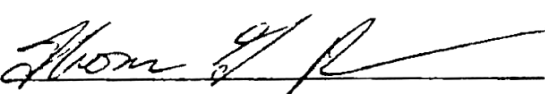
IN WITNESS WHERE, THIS 14 DAY OF JULY, 1988, THIS FIFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND BYLAWS AND RULES AND REGULATIONS OF PALM COURT CONDOMINIUM HAS BEEN EXECUTED.

PALM COURT CONDOMINIUM ASSOCIATION INC., BY:

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
MARK E. ORLANDO, President

PALM COURT CONDOMINIUM ASSOCIATION, INC., BY:

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
CATHI GRUST, Secretary




STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, a Notary Public, authorized to take acknowledgments in the State and County set forth above

personally appeared MARTIN F. ORLANDO and CATHI GRUST known to me and known by me to be the persons who executed the above and they acknowledge before me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid this 14 day of July, 1988.

  
NOTARY PUBLIC State of Florida  
my commission expires: 