

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
BOUCHELLE ISLAND VIII CONDOMINIUM ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the Board of Directors on July 16, 2002, by a vote of not less than 100% of the Board of Directors, the Declaration of Condominium for Bouchelle Island VIII Condominium, as originally recorded in O.R. Book 3736, Page 4093, et seq., in the Public Records of Volusia County, be and the same is hereby amended as follows:

1, The Declaration of Condominium of Bouchelle Island VIII is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Declaration of Condominium."

IN WITNESS WHEREOF, BOUCHELLE ISLAND VIII CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with authority hereinabove expressed the 16th day of July, 2002.

(CORPORATE SEAL)

BOUCHELLE ISLAND VIII CONDOMINIUM ASSOCIATION, INC.



Walter Schild
Secretary

By: Mary Mitchell

President

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

On this 16th day of July, 2002, personally appeared Mary Mitchell, President and acknowledged before me that he executed this instrument for the purposes herein expressed.

Marissa A. Rains
Notary Public

My commission expires:



Marissa A. Rains
Commission # DD052986
Expires Aug. 26, 2003
Bonded Through
Atlantic Bonding Co., Inc.

**SCHEDULE OF AMENDMENTS
TO
DECLARATION OF CONDOMINIUM
FOR
BOUCHELLE ISLAND VIII CONDOMINIUM ASSOCIATION, INC.**

1. Section 12.2 of the Declaration of Condominium is amended to read as follows:

Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the due date until paid and a Fifty (\$50.00) late fee per month each month the delinquency continues. The Association has a lien on each Condominium Parcel for any unpaid Assessments on it including interest thereon at the highest lawful rate and for reasonable attorney's fees and costs incurred by the Association in connection with the collection of the Assessments or enforcement of the lien. The lien is effective for a period of one (1) year 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 amount 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, or one (1) year after recording, whichever is later. The claim of lien includes only Assessments which are due when the claim is recorded, together with 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 the 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, together with other sums specified herein, without waiving any claim of lien.