

AMENDMENT TO DECLARATION FOR PHASE VI
AT SANDPIPER

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was recorded for Phase VI of Sandpiper Golf and Country Club, Lots 1 through 20 and 25 through 30, as recorded in Plat Book 86, Page 26, Public Records of Polk County, Florida was recorded at Official Records Book 2665, Page 688, Public Records of Polk County, Florida, and was subsequently amended; and

WHEREAS, the property in Phase VI which is subject to this Declaration consists of 26 villa units, located at 6381 Egret Drive, which would benefit from a program for maintenance of certain portions of the exterior of the buildings and property; and

WHEREAS, there has been an arrangement for a number of years for the Association and the villa owners to share in the maintenance of certain property and the parties wish to formalize and clarify this arrangement; and

WHEREAS, the owners of at least 90 percent of the villa units in Phase VI which are subject to the Declaration have consented in writing to this Amendment, and this complies with the requirements set forth in the original Declaration;

NOW, THEREFORE, this Amendment to the Declaration of Covenants which applies to Villa Phase VI at Sandpiper is hereby adopted.

1. Sandpiper Golf and Country Club Property Owners' Association, Inc. ("the POA") agrees to coordinate certain accounting and maintenance services on behalf of the unit owners in Villa Phase VI, and all owners will be obligated to comply with the procedures and amendments set forth herein.

2. The Villa's budget will be developed by the Superintendent and POA Treasurer and approved by a majority of those voting members participating in the meeting in person or by proxy of the unit owners at their annual meeting. It will include an estimated amount required to provide:

a. Exterior maintenance for certain portions of the buildings, but are not limited to, repainting of the exterior of the buildings, repairs to the roof, including shingles, felt, fascia and replacement of the roofs on the buildings.

b. Additional exterior maintenance services of the common areas of Villa Phase VI, above and beyond the standard maintenance that is provided for lot owners in Sandpiper. These extra services will include, but are not limited to:

- (1.) Edging and weeding of shrub beds;
- (2.) Hedging of shrubs as needed; ,
- (3.) Trimming of trees;
- (4.) Fertilizing lawn areas; ,
- (5.) Treatment of lawn pests; .

c. Those services and expenses set forth in Paragraph 5 below.

d. Such additional services as may be agreed upon by a vote of a majority of those voting members participating in the meeting, in person or by proxy of the unit owners, relating to exterior maintenance of the common areas which will be defined as those areas which are more than five (5) feet from the exterior boundary of the villa units.

e. Funds for Reserves. The existing funds that have been set aside for the villa owners will be transferred into this account, and the villa owners will decide whether these funds will be restricted for certain purposes, or whether these funds will be available for the general use of the POA and/or the

Villa owners in connection with services to be provided to the villas under this amendment. The villa owners will also be required to approve any additional funding for reserves in future budgets. The Superintendent and POA Treasurer will make recommendations or proposals for establishing future reserves, subject to the approval of the villa owners.

3. If a new budget is not approved at the Annual Meeting, the prior year's budget will remain in effect until a revised budget is approved by a majority of the unit owners, subject to the right of the POA to adopt a special assessment as provided for in paragraph 4.

4. In the event that there are insufficient funds for the structural damage or any other services as stated in paragraph 2, the Superintendent of that Villa will advise the POA, who in turn will place an assessment on the Villa to perform the repairs or services. At least 14 days written notice will be provided in writing to the owners of all of the units that will be subject to a special assessment, notifying them of the Board meeting where the special assessment will be considered. All assessments in connection with the amendments contained here in will be collectible through the lien and foreclosure procedure, and the POA will be entitled to recover the maximum rate of interest allowed by law in connection with any delinquent assessments, and the Board of Directors will also be authorized to adopt a reasonable late fee from time to time, in regard to any payments that are not received within 10 days from the date that they are due. Owners will also be responsible for all costs and attorneys' fees incurred by the POA in connection with collection of assessments. Any payments toward delinquent assessments will first be applied toward interest, costs, attorneys' fees and late fees, and then applied to the principal balance. The lien of the POA for assessments adopted pursuant to these amendments shall relate back to the effective date of these amendments, and shall be superior to all subsequently recorded liens or mortgages except for first mortgages on the units in Villa Phase VI.

5. The Villa owners will pay 50 percent of the expenses for the purposes of maintenance, repair and replacement of the following items, with the other 50 percent to be paid for by the POA:

- a. The irrigation and well system.
- b. The carports.
- c. Resurfacing the roads.

The POA will determine, in consultation with the Superintendent, the extent to which maintenance, repair and replacement of these facilities is needed, and will arrange for the necessary work to be done.

6. The individual unit owners in Villa Phase VI will be responsible for all services not provided by the POA, including but not limited to the following:

- a. Providing property, liability and any other insurance for the outside and inside of their individual units in Villa Phase VI.
- b. Maintaining, repairing, and replacing the exterior of the buildings, up to the exterior surface, which will be painted by the Villa Phase VI.
- c. Maintaining, repairing and replacing all doors; windows; screen doors; any additions to the villa units made by the owners; all air conditioning improvements, utilities or facilities serving the units; the driveways for the individual units and the sidewalks, termite and pest control for the individual units.
- d. Mulching, replacement of dead plants and otherwise being responsible for the landscaping and other improvements within five (5) feet from the outside of the building in front of their unit.
- e. The individual unit owners in Villa Phase VI shall maintain all such improvements in a neat and attractive condition, and in accordance with any standards or criteria adopted by the POA from time to time. The Villa Superintendent will advise the POA of any neglect.

180% 6464
9490 6351
9170-6380