

INSTR # 2002233507

BK 05214 PG 1708

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RICHARD H WEISS, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES 168.00  
RECORDED BY H Marion

Villa's

Prepared By and Return to:  
Michael J. Brudny, Esquire  
Brudny & Rabin, P.A.  
28100 U.S. Highway 19 N., Suite 300  
Clearwater, Florida 33761

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
OF SANDPIPER GOLF & COUNTRY CLUB**

This is to certify that, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendment to the Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit A has been duly adopted by a written instrument executed by the owners in the undersigned subdivision, in a manner consistent with the original Declaration of Covenants, Conditions and Restrictions for Sandpiper Golf & Country Club, Phase V, which was originally recorded in Official Records Book 2665, Page 688, Public Records of Polk County, Florida, as subsequently amended. The Declaration of Covenants, Conditions and Restrictions for the following property has therefore been amended:

Sandpiper Golf & Country Club Phase V, Lots 1-34

Plat Book 86, Page 25

The written consents from the lot owners, which form a written instrument relating to the amendment to the Declaration of Covenants, Conditions and Restrictions are attached hereto as Exhibit "B".

IN WITNESS WHEREOF, SANDPIPER GOLF & COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 20 day of December, 2002.

SANDPIPER GOLF & COUNTRY CLUB  
PROPERTY OWNERS' ASSOCIATION, INC.

By: David Legere  
David Legere, President

William R. Harkins, EA  
Signature of Witness #1

William R. Harkins, EA  
Printed Name of Witness #1

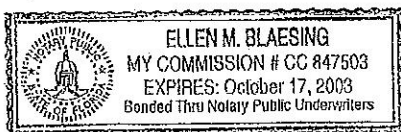
Verna J. Orban  
Signature of Witness #2

Verna J. Orban  
Printed Name of Witness #2

STATE OF FLORIDA            )  
COUNTY OF POLK            )

The foregoing instrument was acknowledged before me this 20 day of December, 2002, by David Legere, as President of SANDPIPER GOLF & COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he executed this document on behalf of the corporation. He is personally known to me or has produced (personally known) identification.

Ellen M. Blaesing  
Notary Public  
My Commission Expires: 10-17-03



AMENDMENT TO DECLARATION FOR PHASE V  
AT SANDPIPER

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was recorded for Phase V of Sandpiper Golf and Country Club, Lots 1 through 34, as recorded in Plat Book 86, Page 25, 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 subject to this Declaration consists of 34 villa units, located at 6380 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 V 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 V 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 V, 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 V, 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

Exhibit "A"  
to Certificate of Amendment

OR ER 05214 EG 1709

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 V.

50/50  
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 V 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 V.
- b. Maintaining, repairing, and replacing the exterior of the buildings, up to the exterior surface, which will be painted by the Villa Phase V.
- 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 V 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.

Exhibit "A"  
to Certificate of Amendment

OR BE 05214 PG 1710

7. If any owner fails to maintain any improvements as required, following notice from the POA, the POA may enter upon the property, following reasonable notice to the owner and failure to comply, and perform the necessary maintenance at the expense of the owner. All costs and fees incurred by the POA in connection with such maintenance will be secured by a claim of lien, which may be filed against the villa unit, and such lien may be foreclosed in the same manner as a lien for unpaid assessments. This is merely an optional or additional remedy available to the POA in order to enforce the owner's maintenance responsibilities.

8. An annual meeting will be held of the unit owners in the Villa to adopt the budget for the upcoming year. At the annual meeting the unit owners of Villa Phase V will elect a Superintendent who will be authorized to make recommendations to the Board of Directors of the POA and otherwise represent the interests of the unit owners in Villa Phase V in regard to the services that are to be provided by the POA. A written ballot will be used in connection with the conduct of the election and nominations will be taken from the floor. If the elected superintendent becomes unable to continue serving during the year, a special meeting and election for a replacement will be conducted within 14 days. This will not limit the right of each of the unit owners to represent their own interests. The POA will keep the Superintendent informed of decisions and options relating to the provision of services to the Villa Phase V.

9. In regard to the insurance that is to be maintained by the individual lot owners, each lot owner is to provide proof of insurance to the POA yearly. If a unit owner fails to provide proof of insurance to the POA and after reasonable notice, the POA may file a claim of lien against the property for all costs and fees incurred by the association in connection with the enforcement of this paragraph and the placement of insurance. Further, unit owners will be required to execute such documents as are necessary or appropriate to assign the right to make claims, and the right to any proceeds recovered in connection with any insurance claims in regard to damage to the roof or to any other areas that are to be maintained or repaired by the POA on behalf of the owners in Villa Phase V.

10. If the Board of Directors of the POA determines that the Villa owners are not cooperating in good faith in regards to the budgeting, assessments or other provisions of this agreement, the POA can terminate this agreement upon giving the Villa owners 60 days notice by certified mail. In this event, the unit owners will be required to assume all maintenance responsibilities.

11. In the event of any litigation arising out of this Amendment, or any action taken to enforce terms of this Amendment, the prevailing party will be entitled to recover costs and reasonable attorney's fee.

END OF PROPOSED AMENDMENTS

OR BK 05214 PG 1711