

AMENDMENT TO DECLARATION FOR PHASE II
AT SANDPIPER

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was recorded for Phase II of Sandpiper Golf and Country Club, Lots 1 through 28, as recorded in Plat Book 85, Page 5, Public Records of Polk County, Florida was recorded at Official Records Book 2538, Page 2024, Public Records of Polk County, Florida, and was subsequently amended; and

WHEREAS, the property subject to this Declaration consists of 28 villa units, located at 6464 Sandpipers 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 II 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 II 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 II, 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 II, 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. The individual unit owners in Villa Phase II 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.

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 II 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 II 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 II.

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 II.

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