

This instrument prepared by and
upon recordation return to:

Daniel Wasserstein, Esq.
Wasserstein, P.A.
301 Yamato Road
Suite 2199
Boca Raton, Florida 33431

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM FOR
VISTA DEL MAR ASSOCIATION AT JACKSONVILLE BEACH, INC.**

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR VISTA DEL MAR ASSOCIATION AT JACKSONVILLE BEACH, INC. ("Amendment") is made by Vista Del Mar Association at Jacksonville Beach, Inc. a Florida not-for-profit corporation (the "Association").

RECITALS

A. The original Declaration of Condominium (the "Declaration") for Vista Del Mar Association at Jacksonville Beach, Inc., including all pages thereof and exhibits thereto, was recorded at Book 3113, Page 452, et seq., of the Public Records of Duval County, Florida.

B. Article 21 of the Declaration provides in relevant part that "[t]his Declaration may be amended at any time by affirmative vote of the Unit Owners owning at least two-thirds (2/3) of all the voting rights..."

C. The Amendment language contained herein was approved by affirmative vote of the Unit Owners owning at least two-thirds (2/3) of all the voting rights in the Association at a meeting of the membership held on December 8, 2018.

D. The Association now desires to amend the terms of the Declaration as set forth herein.

NOW THEREFORE, the Association hereby declares that every portion of Vista Del Mar Association at Jacksonville Beach is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of these Amendments.

2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall each, respectively, be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. In the event that any amendment(s) to the Declaration have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Amendment and any such prior recorded amendment(s) to the Declaration or in the event of a conflict between this Amendment and any other governing documents, this Amendment shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Covenant. This Amendment shall be a covenant running with the land.

5. Amendment to the Declaration:

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

2. DEFINITIONS. As used herein, unless the context otherwise requires or admits,

(a) Condominium Act means Chapter ~~718~~718.41, Florida Statutes ~~1969~~, as amended from time to time; the Condominium Act is incorporated herein by reference and shall apply to this Condominium and all provisions of this Declaration of Condominium and all other governing documents except those elective portions of the statute which are inconsistent with the provisions contained herein.

(i) Common Elements means all of the Property, except the Individual Dwelling Units and Garage Units, and shall include, but not be limited to,

vii. All electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, and all other ducts, conduits, cables, wire or pipe, within the Common Elements which are outside of the interior surfaces of the Dwelling Unit walls, except for those serving only one (1) Dwelling Unit or one (1) Garage Unit, which shall be deemed Limited Common Elements and the responsibility of the respective Unit Owner to maintain, repair and replace pursuant to Section 9 of this Declaration; and

ix. Such alterations, additions and further improvements to the Common Elements as may be authorized as follows: Any material alterations, additions, improvements, renovations, refurbishments, repurposings or removals of or to the Common Elements during any twelve (12) month period (measured from the date that the contract for the underlying work is executed) costing \$100,000.00 or less, in the aggregate, shall only require the approval and authorization of a majority of the Board of Directors with no approval or consent of the Unit Owners required. Any material alterations, additions, improvements, renovations, refurbishments, repurposings or removals of or to the Common Elements during any twelve (12) month period (measured from the date that the contract for the underlying work is executed) exceeding or costing more than \$100,000.00, in the aggregate, shall be approved of and authorized by both a majority of the Board of Directors and by a majority vote of the Unit Owners holding at least 3/4 of the votes of the voting interests represented by those Unit Owners who are present, in person or by proxy, at a duly noticed meeting of in the Association at which a quorum is attained, which Unit Owner vote should be taken in advance of the work commencing. However, if work is undertaken without a vote of the Unit Owners and it is later determined that it was a material alteration, addition, improvement, renovation, refurbishment, repurposing or removal requiring a vote of the Unit Owners where none had previously been taken, then such a vote may be taken after-the-fact. The cost of the foregoing material alterations, additions, improvements, renovations, refurbishments, repurposings or removals of or to the Common Elements which shall be assessed as a Common Expense against all Condominium Parcels except those owned by Institutional Mortgagees who do not approve. The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all the Common Elements except as they may be restricted by regulations duly adopted by the Board of Directors which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners.

(k) Common Expenses means and includes:

i. The cost of operation, maintenance, repair and replacement of the Common Elements and Limited Common Elements, except for those Limited Common Elements that serve only one (1) Dwelling Unit or one (1) Garage Unit which are the responsibility of the respective Unit Owner to maintain, repair and replace at their expense pursuant to Section 9 of this Declaration.

vii. The cost of additions, alterations or improvements as approved of in the manner authorized by Section 2(i)(ix) of this Declaration, as well as the purchase or lease of a Condominium Parcel, including the purchase of ad valorem tax certificates and deeds for taxes assessed against a Condominium Parcel, additional lands, leasehold or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the Common Elements for the benefit of all the members upon a vote of the Unit Owners holding 3/4 of the votes of the Association; provided, however, that any Institutional Mortgagee holding title to a Dwelling Unit through foreclosure or conveyance in lieu of foreclosure shall not have to participate in such costs set out in this subparagraph which are incurred without its written consent;

9. MAINTENANCE, REPAIR AND REPLACEMENTS.

(a) By The Association. The Association shall maintain, repair and replace as part of the Common Expense all of the Common Elements and Limited Common Elements. However, excluded from the Common Expense shall be any installations, equipment, or components which serve only one (1) Dwelling Unit or one (1) Garage Unit and which are located outside of the boundaries of the respective Dwelling Unit or Garage Unit (including but not limited to insulation, heating and air conditioning equipment, electrical boxes, telecommunications boxes, conduits, ducts, plumbing, pipes, sewage lines and any type of wiring serving only one Dwelling Unit or Garage Unit) which installations, equipment and components shall be deemed Limited Common Elements for which the respective Unit Owner shall be responsible to maintain, repair and replace at their sole cost and expense (except for the structural portions of balconies and terraces adjacent to Dwelling Units, for which the Association shall remain responsible to maintain, repair and replace). ~~The Association shall provide periodic inspection, filter replacements and routine preventative maintenance of all heating and air conditioning equipment even though the particular equipment serves only one Dwelling Unit.~~ The Association shall have the irrevocable right of access to each Dwelling Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for the performing of such emergency repairs or procedures therein as may be necessary to prevent damage to the Common Elements or another Dwelling Unit.

(b) By The Unit Owners. Each Unit Owner shall maintain, repair and replace everything within the confines of his Garage Unit and everything within the confines of his Dwelling Unit which is not part of the Common Elements or the Limited Common Elements serving more than one (1) Dwelling Unit or Garage Unit, including but not limited to:

- (i) Paint, finish, covering, wallpaper and decoration of all walls and ceilings. All bedroom floors must remain fully carpeted and all other floors may be covered with tile or wood with sound proofing underneath that meets a sound barrier noise level equal to the carpeting level or better with a proposed specification that carries a minimum sound transmission (STC) of 57 and a minimum impact isolation classification (HIIC) of 42 over a 4-inch concrete slab without a ceiling below. Prior to installation of the floor covering, a Unit Owner shall submit a written request to the Association which must be approved by the Board of Directors;
- (ii) All built-in shelves, cabinets, counters, storage areas, and closets;
- (iii) All kitchen and bathroom fixtures, apparatus and equipment;
- (iv) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits within the Dwelling Unit from the unfinished surface of the Dwelling Unit boundary wall inward;

- (v) All fixtures, appliances and equipment contained within a Dwelling Unit;
- (vi) All doors, interior walls and partitions, wall decorations and built-in furniture, windows and window apparatus and glass, sliding glass doors, screens and screen supports.

Notwithstanding anything in this Declaration to the contrary, the Unit Owner's responsibility under this paragraph is also extended to any installations, equipment or components which serve only his Dwelling Unit or Garage Unit that are located outside of the boundaries of the respective Dwelling Unit or Garage Unit (including but not limited to insulation, heating and air conditioning equipment, electrical boxes, telecommunications boxes, conduits, ducts, plumbing, pipes, sewage lines and any type of wiring serving only the Unit Owner's Dwelling Unit or Garage Unit), which items shall be deemed Limited Common Elements for which the respective Unit Owner shall be responsible to maintain, repair and replace at his expense (except for the structural portions of balconies and terraces adjacent to Dwelling Units, for which the Association shall remain responsible to maintain, repair and replace). Except for the periodic inspection, filter replacement and routine preventative maintenance provided by the Association, the Unit Owner shall be responsible for the repair and replacement of the heating and air conditioning equipment, apparatus, ducts, pipes, wiring and controls serving his respective Dwelling Unit.

In the event a Unit Owner fails to properly maintain, and repair, or replace his Dwelling Unit, Garage Unit or Limited Common Elements for which the Unit Owner is responsible to maintain, repair and replace pursuant to this Declaration, or any parts thereof, then the Association, at the discretion of the Board of Directors, may undertake make such maintenance, repairs, or replacements as it may deem necessary and the cost thereof shall be assessed against such defaulting Unit Owner. The Association shall have a lien against a Unit Owner's Dwelling Unit for the cost of any maintenance, repairs, or replacements it shall make thereto, as well as for the cost of any maintenance, repairs or replacements to the Unit Owner's Garage Unit or to Limited Common Elements for which the respective Unit Owner is responsible, to the same extent as is provided in Paragraph 10 herein for failure to pay any other special assessments and it may be collected and enforced in the same manner as an unpaid assessment.

21. AMENDMENTS. This Declaration may be amended at any time by affirmative vote of the Unit Owners owning at least a majority two-thirds (2/3) of all the voting rights that are represented and present, in person or by proxy, at a duly noticed meeting of the Association at which a quorum is attained, except that provisions relating to percentage of ownership and sharing of common expenses, rights of Developer, and the voting rights of members may be amended only by unanimous vote of all voting rights. ~~The Bylaws may be amended or repealed by a simple majority vote of all voting rights and to that extent this Declaration may be amended without two thirds (2/3) affirmative vote.~~ No amendment to this Declaration shall become effective until consented to in writing with all the formalities of a deed by all Institutional First Mortgagees. An amendment must be in writing, executed by the president or vice-president and attested by the secretary of the Association, and executed with the formalities required of a conveyance of real property in the State of Florida, and recorded in the Public Records of Duval County, Florida. It shall not be necessary for the individual Unit Owners or owners of any other interests in the Property or owner's recorded liens thereon (except Institutional Mortgagees as herein provided) to join in the execution of any amendment, and the execution and recording of any amendment by the president or vice president and attested by the secretary of the Association shall be sufficient certification and notice to all concerned that the amendment was duly adopted in accordance with the requirements of this Declaration, the Articles of Incorporation, and the Bylaws.

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IN WITNESS WHEREOF, the Association has caused this Amendment to the Declaration for Vista Del Mar Association at Jacksonville Beach, Inc. to be executed and the undersigned has hereunto set their hand and seal this 11th day of December, 2018.

WITNESSES:

VISTA DEL MAR ASSOCIATION
AT JACKSONVILLE BEACH, INC.

Print Name: Esther Davis

By:

Name:

Title: President

Print Name: Trent Matthews

Print Name: Derek Zandvoort

By:

Name:

Title: Secretary

Print Name: Samuel

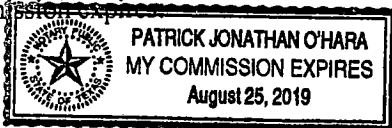
STATE OF TEXAS)

COUNTY OF Harris)

SS.:

The foregoing instrument was acknowledged before me this 11th day of December, 2018 by Steve Taylor, as President of VISTA DEL MAR ASSOCIATION AT JACKSONVILLE BEACH, INC., on behalf of the corporation, who is personally known to me or has produced Wenge as identification.

My commission expires:
(SEAL)



Patrick O'Hara
NOTARY PUBLIC, State of Texas at Large
Print Name: Patrick O'Hara

STATE OF FLORIDA)

COUNTY OF DUVAL)

SS.:

The foregoing instrument was acknowledged before me this 10th day of December, 2018 by Jennifer Stone as Secretary of VISTA DEL MAR ASSOCIATION AT JACKSONVILLE BEACH, INC., on behalf of the corporation, who is personally known to me or has produced FLDC as identification.

My commission expires:
(SEAL)



Alsire Kling
NOTARY PUBLIC, State of Florida at Large
Print Name: Alsire Kling